

**ADMISSIONS & CONTINUED OCCUPANCY POLICY**

for the

**Missoula Housing Authority**

**PUBLIC HOUSING PROGRAM**



**Adopted by the Missoula Housing Authority  
Board of Commissioners**

**April 20, 2005**

Revision	Date

**ADMISSIONS & CONTINUED OCCUPANCY POLICY**

**TABLE OF CONTENTS**

<b>I.</b>	<b>STATEMENT OF POLICIES AND OBJECTIVES .....</b>	<b>1</b>
A.	INTRODUCTION .....	1
B.	PURPOSE OF THE POLICY .....	1
C.	LOCAL OBJECTIVES .....	1
D.	NONDISCRIMINATION .....	2
E.	MAKING PROGRAMS AND FACILITIES ACCESSIBLE TO PEOPLE WITH DISABILITIES .....	5
F.	PRIVACY RIGHTS .....	6
G.	POSTING OF REQUIRED INFORMATION .....	6
H.	TERMINOLOGY .....	7
<b>II.</b>	<b>ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS .....</b>	<b>7</b>
A.	AFFIRMATIVE MARKETING .....	7
B.	QUALIFYING FOR ADMISSION .....	8
C.	ESTABLISHING AND MAINTAINING THE WAITING LIST .....	10
D.	PROCESSING APPLICATIONS FOR ADMISSION .....	11
E.	THE PREFERENCE SYSTEM .....	12
F.	LOCAL PREFERENCES .....	13
G.	INCOME TARGETING .....	14
H.	DECONCENTRATION AND INCOME-MIXING GOALS .....	14
I.	MHA INCENTIVES FOR HIGHER INCOME FAMILIES .....	16
J.	ADMINISTRATION OF THE PREFERENCES .....	16
K.	SCREENING APPLICANTS FOR ADMISSION .....	17
L.	OCCUPANCY GUIDELINES .....	22
<b>III.</b>	<b>TENANT SELECTION AND ASSIGNMENT PLAN.....</b>	<b>24</b>
A.	ORGANIZING THE WAITING LIST .....	24
B.	MAKING UNIT OFFERS TO APPLICANTS .....	25
C.	REMOVING APPLICANT NAMES FROM THE WAITING LIST .....	26
D.	GOOD CAUSE FOR APPLICANT REFUSAL OF UNIT OFFER .....	27
E.	LEASING ACCESSIBLE UNITS.....	28
F.	ADMINISTERING THE APPLICANT AND TRANSFER WAITING LISTS.....	29
G.	TRANSFERS .....	29
<b>IV.</b>	<b>LEASING POLICIES .....</b>	<b>29</b>
A.	GENERAL LEASING POLICY.....	29
B.	SHOWING UNITS PRIOR TO LEASING .....	30
C.	MOVE-IN INSPECTIONS .....	30
D.	ADDITIONS TO THE HOUSEHOLD AND VISITORS .....	31
<b>V.</b>	<b>TRANSFER POLICY .....</b>	<b>32</b>
A.	GENERAL TRANSFER POLICY .....	32
B.	TYPES OF TRANSFERS.....	33
C.	PROCESSING TRANSFERS .....	34
D.	GOOD RECORD REQUIREMENT FOR TRANSFERS .....	35
E.	INCENTIVE TRANSFERS .....	36
F.	PAYING FOR TRANSFERS .....	37

<b>VI.</b>	<b>ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE- EXAMS, &amp; REMAINING FAMILY MEMBERS .....</b>	<b>37</b>
A.	ELIGIBILITY FOR CONTINUED OCCUPANCY .....	37
B.	REMAINING FAMILY MEMBERS AND PRIOR DEBT .....	37
C.	DEFINITION OF TEMPORARILY OR PERMANENTLY ABSENT .....	38
D.	REEXAMINATIONS .....	39
<b>VII.</b>	<b>COMMUNITY SERVICE .....</b>	<b>40</b>
A.	REQUIREMENT .....	40
B.	EXEMPTIONS .....	40
C.	DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM .....	41
D.	ANNUAL DETERMINATIONS .....	42
E.	NONCOMPLIANCE .....	42
F.	MHA RESPONSIBILITY .....	42
<b>VIII.</b>	<b>INTERIM RENT ADJUSTMENTS .....</b>	<b>43</b>
A.	ADJUSTING RENT BETWEEN REGULAR REEXAMINATIONS .....	43
B.	EFFECTIVE DATE OF ADJUSTMENTS .....	44
<b>IX.</b>	<b>LEASE TERMINATION PROCEDURES .....</b>	<b>44</b>
A.	GENERAL POLICY: LEASE TERMINATION .....	44
B.	NOTICE REQUIREMENTS .....	44
C.	RECORDKEEPING REQUIREMENTS .....	45
<b>X.</b>	<b>UTILITIES .....</b>	<b>45</b>
A.	RESIDENT-PAID UTILITIES .....	45
<b>XI.</b>	<b>FLAT RENTS/CEILING RENTS .....</b>	<b>46</b>
A.	FLAT RENTS/CEILING RENTS .....	46
B.	ANNUAL UPDATE OF FLAT RENTS .....	46
C.	RECERTIFICATION OF FAMILIES ON FLAT RENTS .....	46
<b>XII.</b>	<b>DEFINITIONS &amp; PROCEDURES TO BE USED IN DETERMINING INCOME &amp; RENT .....</b>	<b>46</b>
A.	ANNUAL INCOME .....	46
B.	ITEMS NOT INCLUDED IN ANNUAL INCOME .....	48
C.	ANTICIPATING ANNUAL INCOME .....	52
D.	ADJUSTED INCOME .....	52
E.	COMPUTING RENT .....	53
<b>XIII.</b>	<b>PET POLICY .....</b>	<b>54</b>
A.	MIXED POPULATION HOUSING PET POLICY .....	54
B.	FAMILY HOUSING PET POLICY .....	58
	<b>DEFINITIONS OF TERMS .....</b>	<b>62</b>
	<b>ENDNOTES .....</b>	<b>70</b>

## **ADMISSIONS & CONTINUED OCCUPANCY POLICY**

### **I. STATEMENT OF POLICIES AND OBJECTIVES**

#### **A. INTRODUCTION**

1. The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, this Admissions and Continued Occupancy Policy, and the requirements of the Department of Housing and Urban Development's (HUD's) Public Housing Regulations, Handbooks, and Notices, where applicable, as well as all Federal, State and local laws, including Fair Housing Laws and regulations. Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Subpart A & B (Code of Federal Regulations).
2. In this document, the term "PHA" is used interchangeably with "HA" and "MHA."

#### **B. PURPOSE OF THE POLICY**

1. The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admissions and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the MHA.
2. The original policy and any changes must be approved by the MHA Board of Commissioners, and required portions of this Plan will be provided to HUD.

#### **C. LOCAL OBJECTIVES**

1. This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to achieve the following objectives:
  - a) To provide improved living conditions for extremely low, very low and low income families while maintaining their rent payments at an affordable level.
  - b) To operate a socially and financially sound public housing agency that provides drug-free, decent, safe, and sanitary housing with a suitable living environment for tenants and their families.
  - c) To avoid concentrations of economically and socially deprived families in any one or all of MHA's public housing developments.
  - d) To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect

the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to MHA employees.

- e) To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that is representative of the range of incomes of low-income families in the MHA's jurisdiction.
- f) To promote upward mobility opportunities for families who desire to achieve self-sufficiency.
- g) To facilitate the judicious management of the MHA inventory, and the efficient management of the MHA staff.
- h) To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, national origin, disability, familial status, gender, religion, creed (state law), marital status (state law), or age (state law).

#### **D. NONDISCRIMINATION**

##### **1. Complying with Civil Rights Laws**

- a) Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Housing Authority to comply with all Civil Rights laws, including but not limited to:
  - (i) Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex<sup>1</sup>;
  - (ii) Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination<sup>2</sup>;
  - (iii) Executive Order 11063;
  - (iv) Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities<sup>3</sup>
  - (v) the Age Discrimination Act of 1975, which establishes certain rights of the elderly<sup>4</sup>;
  - (vi) Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the PHA provide individuals with disabilities with access to its programs, services and activities including common areas and public spaces. However, Title II does not require that individual housing units be accessible to

individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the PHA's housing units;

- (vii) any applicable State laws or local ordinances, and
  - (viii) any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted<sup>5</sup>.
- b) The MHA shall not discriminate because of race, color, national origin, disability, familial status, gender, religion, creed, marital status, or age in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of any project or projects under the MHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
- c) Posters and housing information are displayed in locations throughout the MHA's office in such a manner as to be easily readable from a wheelchair.
- d) The MHA office and select residential properties are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by Montana Relay Service at 1-877-253-4613.
- e) MHA shall not, on account of race, color, national origin, disability, familial status, gender, religion, creed, marital status, or age :
- (i) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
  - (ii) Provide anyone housing that is different (of lower quality) from that provided others<sup>i</sup>;
  - (iii) Subject anyone to segregation or disparate treatment;
  - (iv) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - (v) Treat anyone differently in determining eligibility or other requirements for admission;
  - (vi) Deny anyone access to the same level of services; or
  - (vii) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

---

<sup>i</sup> MHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- f) MHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., homeless persons, families on welfare). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior<sup>6</sup>.
- g) MHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of MHA's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
- (i) MHA **must**, upon request by an applicant or resident with a disability,
- ◆ make structural modifications to its housing and non-housing facilities<sup>7</sup> and
  - ◆ make reasonable accommodations in its procedures or practices<sup>8</sup> **unless** such structural modifications or reasonable accommodations would result in an undue financial<sup>ii</sup> and administrative burden on the Authority<sup>9</sup>, or
  - ◆ would result in a fundamental alteration in the nature of the program.
- (ii) In making structural modifications to "Existing housing programs"<sup>10</sup> or in carrying out "Other Alterations"<sup>11</sup> for otherwise qualified persons with disabilities, MHA **may**, but is not required to:
- ◆ make each of its existing facilities accessible<sup>12</sup>; or
  - ◆ make structural alterations when other methods can be demonstrated to achieve the same effect<sup>13</sup>;
  - ◆ make structural alterations that require the removal or altering of a load-bearing structural member<sup>14</sup>;
  - ◆ provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level<sup>15</sup>.
- (iii) When MHA is making "Substantial Alterations"<sup>iii</sup> to an existing housing facility MHA **may**, but is not required to:
- ◆ provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level<sup>16</sup>;
  - ◆ make structural alterations that require the removal or altering of a load-bearing structural member<sup>17</sup>; or
  - ◆ make structural alterations to meet minimum accessibility requirements where it is structurally impracticable<sup>iv</sup> also.<sup>18</sup>

---

<sup>ii</sup> Considering all the PHA's sources of revenue, including both operating and capital funds.

<sup>iii</sup> Defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility.

<sup>iv</sup> Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.

- (iv) Note that the undue burdens test is not applicable to housing undergoing substantial alteration.
  
- h) MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list<sup>19</sup>.

#### **E. MAKING PROGRAMS AND FACILITIES ACCESSIBLE TO PEOPLE WITH DISABILITIES**

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that MHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the MHA offers such facilities, if none is already accessible, some <sup>v</sup>will be made so, subject to the undue financial and administrative burden test<sup>20</sup>.
  
2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments<sup>21</sup>. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English<sup>vi</sup>.
  
3. MHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, MHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand<sup>22</sup>.
  
4. When MHA has initial contact with the applicant, MHA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the MHA; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications<sup>23</sup>. In addition, MHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the MHA.

---

<sup>v</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>vi</sup> 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.



5. Some applicants will not be able to read (or to read English), so admissions staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired<sup>24</sup>) because the Fair Housing law makes no such requirement.
6. At a minimum, MHA will prepare information to be used by applicants and residents in plain-language accessible formats.

#### **F. PRIVACY RIGHTS**

1. Applicants and participants, including all adults in their households, are required to sign the form HUD-9886 "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.
2. The MHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.
3. Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept confidential. This personal information must not be released except on an "as needed" basis in cases where an accommodation is under consideration.
4. The MHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.
5. MHA 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, up to and including termination.

#### **G. POSTING OF REQUIRED INFORMATION**

1. The MHA will maintain a bulletin board in an accessible area of the lobby which will contain:
  - a) Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP).
  - b) Open Occupancy Notice (Status of application taking)
  - c) Directory of the MHA's housing sites including names, address of offices, number of units by bedroom size, accessible or adaptable units, and office hours
  - d) Income limits for Admission
  - e) Current schedule of routine maintenance charges
  - f) A copy of the rental agreement

- g) MHA's grievance procedures
- h) A Fair Housing Poster
- i) An Equal Opportunity in Employment poster
- j) Current Resident Notices
- k) Security Deposit Charges
- l) Rent Ranges
- m) The availability of Federal, ranking, or local preferences

## **H. TERMINOLOGY**

1. The Missoula Housing Authority is referred to as "PHA" or "MHA" or "Housing Authority" throughout this document.
2. "Family" is used interchangeably with "Applicant," "Resident" or "Participant" and can refer to a single-person family.
3. "Tenant" is used to refer to participants in terms of their relation as a lessee to the MHA as the landlord.
4. "Landlord" refers to the MHA.
5. "Disability" is used where "handicap" was formerly used.
6. "Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.
7. See Definitions of Terms for other terminology.

## **II. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS**

### **A. AFFIRMATIVE MARKETING**

1. MHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. MHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply<sup>25</sup>.
2. Marketing and informational materials will:
  - a) Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
  - b) Describe the housing units, application process, waiting list and preference structure accurately;

- c) Use clear and easy to understand terms and more than strictly English-language print media;
- d) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- e) Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and
- f) Be clear about MHA's responsibility to provide reasonable accommodations to people with disabilities.

**B. QUALIFYING FOR ADMISSION**

1. It is MHA's policy to admit **only** qualified applicants<sup>vii</sup>.
2. An applicant is qualified if he or she meets all of the following criteria:
  - a) Is a family, defined as:
    - (i) Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; OR
    - (ii) Two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.
    - (iii) Elderly family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]
    - (iv) Near elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR § 5.403]

---

<sup>vii</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: 24 CFR § 8.3 Definition of qualified individual with a disability. In order to be eligible, a family must meet four tests: (1) they must meet MHA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must provide a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per 24 CFR § 5.500.

- (v) Disabled family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]
  - (vi) Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
  - (vii) Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
  - (viii) Remaining member of a tenant family.
  - (ix) A foster care arrangement, or a kinship care arrangement.
  - (x) Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR §§ 5 and 960]
  - (xi) Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not *family* members and have no rights of tenancy or continued occupancy.
  - (xii) Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.
  - (xiii) For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
- b) Meets HUD requirements on citizenship or immigration status<sup>26</sup>;
  - c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the MHA offices.
  - d) Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers<sup>27</sup>;

- e) Attends a required applicant orientation session, or for applicants who are disabled or out of town , by the method most suited to the applicant's circumstances; which may include by telephone, first class mail, or home visit;
- f) Meets the Applicant Selection Criteria in Section II K. of these policies<sup>28</sup>.

**C. ESTABLISHING AND MAINTAINING THE WAITING LIST**

1. It is the policy of MHA to administer its waiting list as required by HUD's regulations.
2. Opening and Closing Waiting Lists
  - a) For any unit size or type, if MHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling<sup>29</sup>.
  - b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.
  - c) When the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
3. Determining if the Waiting List may be Closed
  - a) MHA will use its **Procedure on Opening and Closing the Waiting List**<sup>viii</sup> to determine whether the waiting list(s) should be closed.
4. Updating the Waiting List
  - a) Once each year MHA will update each waiting list sublist by contacting all applicants in writing<sup>ix</sup>.
  - b) If, after two attempts in writing<sup>x</sup>, no response is received, MHA will withdraw the name of an applicant from the waiting list.
  - c) At the time of initial intake, MHA will advise families that they must notify MHA in writing when their circumstances, mailing address or phone numbers change.

---

<sup>viii</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy made in this document.

<sup>ix</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>x</sup> Both written communications will be sent by first class mail.

- d) MHA will remove an applicant's name from the waiting list only in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.
5. Change in Preference Status While on the Waiting List
- a) Situations of some families who did not qualify for a local or ranking preference when they applied may change so they are qualified for a preference. The family should contact MHA so their status may be recertified or reverified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.
  - b) If MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

#### **D. PROCESSING APPLICATIONS FOR ADMISSION**

- 1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the full application process.
- 2. Interviews and Verification Process
  - a) As applicants approach the top of the waiting list, they will be contacted and asked to come to the MHA office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn in accordance with MHA's **Procedure on Full Application Interviews**, subject to reasonable accommodations for people with disabilities.
  - b) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
    - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly);
    - (ii) Annual Income;
    - (iii) Assets and Asset Income;
    - (iv) Deductions from Income;
    - (v) Preferences;
    - (vi) Social Security Numbers of all Family Members;
    - (vii) Applicant Screening Information; and
    - (viii) Citizenship or eligible immigration status.
  - c) UIV (upfront income verification), also called EIV (Enterprise Income Verification), is the preferred method of verification. When UIV is not available, third party written verification is the required form of documentation to substantiate applicant

or resident claims. If attempts to obtain third party written verification are unsuccessful, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

- d) Verification of eligible immigration status shall be carried out pursuant to 24 CFR §5.5. Citizens are permitted to certify to their status.
- e) Applicants reporting zero income will be asked to complete a Certification of Zero Income form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.
- f) MHA's applications for admission to public housing shall indicate for each application the date and time of application in accordance with MHA's **Procedure on Taking Applications and Initial Processing**; applicant's race and ethnicity; determination by MHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected<sup>30</sup>.

#### **E. THE PREFERENCE SYSTEM**

1. An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet MHA's Selection Criteria before being offered a unit.
2. Factors other than preferences that affect selection of applicants from the waiting list<sup>31</sup>:
  - a) Before applying its preference system, MHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or type of project limit the admission of families to households whose characteristics "match" the vacant unit available.
  - b) By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).
  - c) Factors other than the preference system that affect applicant selection are described below:
    - (i) When selecting a family for a unit with accessible features, MHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

- (ii) If no family needing accessible features can be found for a unit with such features, MHA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.
  - (iii) When selecting a family for a unit in a property that houses elderly and disabled families (Mixed Population), as opposed to a general occupancy development that houses non-elderly families as well, MHA will give equal priority to elderly families and disabled families. At this time, MHA has one development at Vantage Villa that houses elderly and disabled families.
  - (iv) When selecting a family for a unit in housing designated for either elderly families, or disabled families, MHA will give a priority to elderly, disabled or near elderly families. At this time, MHA has no housing designated for only elderly or only disabled families.
  - (v) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.
3. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

#### **F. LOCAL PREFERENCES**

- 1. There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:
- 2. **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- 3. **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).
- 4. General Occupancy and Mixed Population Buildings Local Preference
  - a) In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federal priority for single persons who are elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in all projects.
  - b) Elderly families and disabled families will receive equal priority for admission to Mixed Population units and all such will receive offers before single people who are not elderly, disabled or displaced.



- c) In General Occupancy projects, families of two or more persons, elderly, disabled, and displaced singles receive priority over all other single persons.
5. MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
6. MHA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

#### **G. INCOME TARGETING**

1. MHA will monitor its admissions to ensure that at least 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the MHA's jurisdiction.
2. Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."
3. If admissions of extremely low income families to the Housing Choice Voucher Program exceed the 75% minimum targeting requirement in any fiscal year, the excess may be credited against the 40% minimum targeting requirement in the Public Housing Program, as described in 24 CFR §960.202(b)(2).
4. Credit for admissions to the Housing Choice Voucher Program shall never cause MHA's overall requirement for housing extremely low income families to drop below 30% of its annually available units.
  - a) This provision shall only be used if MHA is anticipated to fall short of its 40% goal for new admissions to public housing.
5. Low Income Family Admissions
  - a) Once MHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the remainder of its new admission units will be filled with families whose incomes do not exceed 80% of the HUD approved area median income.

#### **H. DECONCENTRATION AND INCOME-MIXING GOALS**

1. The Missoula Housing Authority's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

2. MHA's housing stock consists of 44 units of single, duplex, or triplex scattered site family housing, 41 units of elderly/disabled housing, and 83 units of multi-family housing on eight different sites.
  - a) All units of scattered site housing are located in census tracts where less than 30% of the families are below the poverty rate. These units are not addressed in this plan, as deconcentration of poverty and income-mixing are inherent to the nature and location of these units. The 41 units at Vantage Villa have been designated as elderly/disabled housing since inception and have retained that character, therefore these units are also excluded from the deconcentration plan.
  - b) MHA's deconcentration and income-mixing plan will apply to the following multi-family sites:
 

(i)	100/920/102 Pullman	16 units
(ii)	712 Charlo	9 units
(iii)	1237/1320 Butte & 730 N. 6th	11 units
(iv)	805/811/936 Stoddard	9 units
(v)	1609/1613 Phillips	4 units
(vi)	1201/1205/1209 Toole	11 units
(vii)	931/933 S. 4th West	8 units
(viii)	5-7/41-50 Russell Park	15 units
3. Gross annual income is used for income limits at admission and for income-mixing purposes.
4. Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until deconcentration and income targeting goals are met.
5. The Missoula Housing Authority will gather data and analyze at least biannually the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in the housing authority's deconcentration efforts.
6. MHA's goal is to have eligible families having higher incomes occupy dwelling units in projects predominantly occupied by eligible families having lower incomes, and eligible families having lower incomes occupy dwelling units in projects predominantly occupied by eligible families having higher incomes.
7. Admission policies related to the deconcentration efforts of the MHA do not impose specific quotas. Therefore, the MHA will not set specific quotas, but will strive to achieve deconcentration and income-mixing at the sites listed above.

## 8. Project Designation Methodology

- a) The MHA will review the annual resident income of all developments, and using the incomes of all families (excludes elderly/disabled units at Vantage Villa) as a baseline, determine the average income of all of its resident families.
- b) The MHA will designate higher income developments those with average income above the aggregate average.
- c) The MHA will designate lower income developments those with average income below the aggregate average.
- d) The MHA will determine and compare tenant incomes at the listed multi-family project sites. Upon analyzing its findings the MHA will apply the policies, measures and incentives listed below to bring higher income families into lower income developments and lower income families into higher income developments.
- e) Skipping of families for deconcentration and income targeting purposes will be applied uniformly to all families.
- f) When selecting applicant families and assigning transfers for a designated project the MHA will determine whether the selection of the family will contribute to the MHA's deconcentration goals.
- g) The MHA will not select families for a particular project if the selection will have a negative effect on the MHA's deconcentration goals. However, if there are insufficient families on the waiting list, or transfer list, under no circumstances will a unit remain vacant longer than necessary.

### **I. MHA INCENTIVES FOR HIGHER INCOME FAMILIES**

1. In addition to maintaining its public housing stock in a manner that is safe, clean, well landscaped and attractive, the MHA will offer the following incentives for higher income families moving into lower income projects.
  - a) The MHA will not take any adverse action against any higher income family declining an offer by MHA to move into a lower income project.
  - b) The MHA will allow occupancy standards of one child per bedroom for higher income families (above the aggregate average) to move into a lower income multi-family site.

### **J. ADMINISTRATION OF THE PREFERENCES**

1. Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when the waiting list is short or

nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.

2. MHA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify MHA in writing of any change that may affect their ability to qualify for a preference.
3. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
4. Notice and Opportunity for a Meeting<sup>32</sup>
  - a) If an applicant claims but does not qualify for a preference, the applicant can request a meeting:
    - (i) MHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may meet with MHA's designee to review the determination.
    - (ii) If the applicant requests the meeting, MHA will designate someone to conduct the meeting. This can be the person who made the initial determination, the person who reviewed a determination made by his/her subordinate, or any other person chosen by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
    - (iii) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to MHA's decision to deny the preference.

#### **K. SCREENING APPLICANTS FOR ADMISSION**

1. All applicants shall be screened in accordance with HUD's regulations<sup>33</sup> and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
  - a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - b) to care for and avoid damaging the unit and common areas;
  - c) to use facilities and equipment in a reasonable way;
  - d) to create no health, or safety hazards, and to report maintenance needs in a timely manner;

- e) to respect the rights, property, and peaceful enjoyment of others;
  - f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  - g) to comply with necessary and reasonable rules and program requirements of HUD and MHA.
2. How MHA will check ability to comply with essential lease requirements:
- a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by MHA.
  - b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
    - (i) interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare<sup>34</sup>;
    - (ii) Adversely affect the physical environment or financial stability of the project<sup>35</sup>;
    - (iii) Violate the terms and conditions of the lease<sup>36</sup>;
    - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program<sup>37</sup>.
  - c) MHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification<sup>38</sup>.
  - d) MHA will complete a credit check and a rental history check on all applicants.
  - e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. MHA will reject an applicant for unpaid balances owed a Public Housing Agency by the applicant for any program that a PHA operates<sup>39</sup>.
  - f) MHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before MHA rejects an applicant on the basis of criminal history, the MHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record<sup>40</sup>.
  - g) MHA will complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if

the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.

- h) Housekeeping criteria to be checked shall include, but not be limited to:
  - (i) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
  - (ii) Cleanliness in each room; and
  - (iii) General care of appliances, fixtures, windows, doors and cabinets.
- i) Other MHA lease compliance criteria will also be checked, such as:
  - (i) Evidence of destruction of property;
  - (ii) Unauthorized occupants;
  - (iii) Evidence of criminal activity; and
  - (iv) Conditions inconsistent with application information.
- j) All applicants shall have at least two days' advance written notice of Home Visits.
- k) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':
  - (i) Past performance in meeting financial obligations, especially rent and utility bills<sup>41</sup>.
  - (ii) Record of disturbance of neighbors (sufficient to warrant a police call), destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors<sup>42</sup>.
  - (iii) History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development<sup>43</sup>.
    - MHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
    - MHA may, if a statute requires that the MHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

- (iv) A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - (v) An applicant's ability and willingness to comply with the terms of MHA's lease<sup>44</sup>.
- l) MHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- (i) MHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the MHA may admit the household if MHA determines that<sup>45</sup>:
    - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by MHA, or
    - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  - (ii) MHA is **required** to reject the application of a household if MHA determines that:
    - Any household member is currently engaging in illegal use of a drug<sup>xi</sup>; or
    - MHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
    - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
    - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
    - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents<sup>xii</sup>.

---

<sup>xi</sup> For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current.

<sup>xii</sup> MHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

- m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- n) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.<sup>xiii</sup> Availability of assistance is subject to verification by MHA<sup>46</sup>.
- o) Screening applicants who claim mitigating circumstances.
  - (i) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable<sup>47</sup>.
  - (ii) Mitigating circumstances<sup>xiv</sup> are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
    - ◆ Examples of mitigating circumstances might include<sup>48</sup>:
      - Evidence of successful rehabilitation;
      - Evidence of the applicant family's participation in social service or other appropriate counseling service; or
      - Evidence of successful and sustained modification of previous disqualifying behavior.
  - (iii) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, MHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary

---

<sup>xiii</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housings circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>xiv</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR §960.203(d)(1).



to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

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

### 3. Qualified and Unqualified Applicants

- a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family<sup>49</sup>;
  - (ii) Eligibility of the applicant with respect to income limits for admission<sup>50</sup>;
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status<sup>51</sup>;
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled<sup>52</sup>; and
  - (vi) Qualification of the applicant with respect to the Selection Criteria<sup>53</sup>.
- b) Qualified families will be notified by MHA of the approximate date of admission insofar as that date can be determined<sup>54</sup>, however the date stated by MHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- c) Unqualified applicants will be promptly notified by a Notice of Rejection from MHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing for Rejected Applicants**). Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process<sup>55</sup>.
- d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

## **L. OCCUPANCY GUIDELINES**

- 1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

### Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit (Largest Unit Size)</u>	<u>Max Persons/Unit (Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

2. The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:
- a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
  - b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
  - d) A single pregnant woman may be assigned to a one or two bedroom unit, at the request of the applicant.
  - e) In determining unit size, MHA will count a minor child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
  - f) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
  - g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
  - h) HUD's Housing Quality Standards Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms, high-density sites, characteristics of individual families or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.
    - (i) At the request of the family, a child under two may share a bedroom with two other household members.

- i) The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
- j) When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants may choose two waiting sublists where they wish to receive unit offers. Based on the family's choice, they will be placed on the appropriate waiting sublists by unit size.
- k) When a family is actually offered a unit, if they no longer qualify for the unit sizes where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
- l) MHA shall change the family's sublist at any time while the family is on the waiting list at the family's written request.

### **III. TENANT SELECTION AND ASSIGNMENT PLAN**

#### **A. ORGANIZING THE WAITING LIST**

##### **1. Community-wide Waiting List**

- a) It is MHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:
  - (i) Type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms.);
  - (ii) Applicant preference or priority, if any; and
  - (iii) Date and time the application is received.
- 2. MHA will maintain its waiting list in the form of a database that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application and the race and ethnicity of the family head.

##### **3. Site-based Waiting List**

- a) If MHA elects to operate Site-based Waiting Lists, the application for such lists shall be a part of MHA's Annual Plan.
- b) All current applicants for units of the size and type offered at developments with Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer.
- c) Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer.

- d) Once the initial site based lists are established, all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.
- e) Although applicants will have an opportunity to select the sites where they wish to receive offers, the waiting list and unit offers will continue to be administered centrally.

**B. MAKING UNIT OFFERS TO APPLICANTS**

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, familial status, age, marital status or creed (the last three are from State law), unit offers will be made according to the following plan:
  - a) The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
  - b) The applicant must accept the vacancy offered or be dropped from the waiting list.
  - c) Applicants who are removed from the waiting list because they refuse unit offers without good cause (defined in Part D of this section) are removed from the waiting list and must reapply.
2. MHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.
3. In the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when MHA will make an offer to an applicant who does not qualify for a ranking preference.
5. Certain types of transfers will also be processed with new admissions. See Section III F for the ratio of transfers to new admissions.
6. The applicant must accept the vacancy offered according to the following schedule:
  - a) For offers made by phone or in person, the unit must be viewed (if applicant so chooses), and either accepted or rejected within two (2) working days of the offer, or be removed from the waiting list.

- b) If the applicant family cannot be reached by phone or lives out of MHA's jurisdiction, unit offers will be made by first class mail, with a certificate of mailing, and must be viewed (if applicant so chooses), and either accepted or rejected within five (5) working days, or be removed from the waiting list.
  - c) For applicants with disabilities the method of communication may be designated by the applicant.
  - d) MHA will record the unit offered, including location, date, and circumstances for each offer, and each refusal or acceptance. MHA will record the reason for refusal by an applicant.
7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

**C. REMOVING APPLICANT NAMES FROM THE WAITING LIST**

- 1. To ensure vacant units are filled in a timely manner, MHA needs a waiting list that is accurate. While each applicant must keep MHA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:
  - a) The applicant receives and accepts an offer of housing;
  - b) The applicant requests in writing that his/her name be removed from the waiting list;
  - c) The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>xv</sup>; or
  - d) The application is withdrawn because MHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant to schedule a meeting or interview, make an offer, or ask for required information, the following methods shall be undertaken before an application may be withdrawn:
    - (i) The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>xvi</sup> within ten (10) business days by telephone, first class mail, or in person, providing proof of identity, or the application will be closed;

---

<sup>xv</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the **Procedure on Informal Hearings for Rejected Applicants**.

<sup>xvi</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

- (ii) If an applicant contacts MHA as required within the deadline stated above, he/she shall be reinstated at the former waiting list position;
  - (iii) When MHA is unable to contact an applicant by first class mail to schedule a meeting or interview, make an offer, or ask for required information MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
2. Persons who fail to respond to MHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation.
  3. The Admissions & Leasing Manager also has discretion to consider other mitigating circumstances such as health problems or lack of transportation that may prevent the applicant from responding. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.
  4. Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open.
  5. During the annual update of the waiting list, MHA will remove an applicant's name from the waiting list only in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

#### **D. GOOD CAUSE FOR APPLICANT REFUSAL OF UNIT OFFER**

1. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be removed from the list.
2. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:
  - a) The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Physical Condition Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
  - b) Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities<sup>xvii</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, take a child out of day care, or an educational program for children with disabilities;

---

<sup>xvii</sup> If the applicant has a child participating in such a program.

- c) The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
  - d) A health professional verifies temporary hospitalization or recovery from illness of the household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
  - e) The unit has lead paint and the family has children under the age of seven;
  - f) 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;
  - g) An elderly or disabled family makes the decision not to occupy or accept occupancy in mixed population housing;
  - h) The configuration of the unit offered, e.g. requiring that two children share a bedroom that is too small for two beds, does not fit the family characteristics. This determination shall be made by MHA, not the family, taking into consideration the family's circumstances.
  - i) In order to meet deconcentration requirements, a higher income family refuses offer of a unit in a project designated by MHA as lower income (see Section II, I: *MHA Incentives for Higher Income Families*).
  - j) MHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.
3. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list.
  4. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

**E. LEASING ACCESSIBLE UNITS**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:
  - a) First, to a current public housing resident having a disability that requires the special features of the vacant unit.
  - b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

- c) When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

#### **F. ADMINISTERING THE APPLICANT AND TRANSFER WAITING LISTS**

1. Applications for admission and transfer will be processed centrally. Initial intake will take place at MHA's primary office at 1235 34<sup>th</sup> Street, Missoula, MT 59801, or at other MHA-designated outreach offices located in space provided by partner agencies. Waiting list management, screening, and assigning of housing (including transfers) will be made from the MHA office at 1235 34<sup>th</sup> Street, Missoula, MT 59801. Offers may be made in person, in writing or by phone.

#### **G. TRANSFERS**

1. MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>xviii</sup> transfers. The definition of each transfer is found in the Transfer section.
2. Emergency and Category 1 and 2 administrative transfers will take priority over admissions. Category 3 administrative transfers and incentive transfers will be processed at the rate of at least four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
3. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section D above without losing their position on the transfer list.
4. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
5. Tenants may use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

### **IV. LEASING POLICIES**

#### **A. GENERAL LEASING POLICY**

1. All units must be occupied pursuant to a lease that complies with HUD's regulations<sup>56</sup>.
2. The lease shall be signed by the head of household and by the Executive Director or his/her designee<sup>57</sup>.

---

<sup>xviii</sup> If MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.



3. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves<sup>58</sup>.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - a) A new lease agreement will be executed, or
  - b) A Lease Adjustment will be executed, or
  - c) An appropriate rider will be prepared and made a part of the existing lease.
5. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of MHA<sup>59</sup>.
6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents shall notify the Admissions & Leasing Manager in writing, secure the unit and provide a means for MHA to contact the resident in an emergency.
7. Failure to advise MHA of an extended absence is grounds for termination of the lease.
8. Security deposits will be collected at time of lease-up. If the family is unable to pay the full security deposit, the head of household may enter into a payment agreement with MHA to make security deposit payments over time.

**B. SHOWING UNITS PRIOR TO LEASING**

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the Admissions & Leasing Manager, or his/her designee, will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the Admissions & Leasing (A&L) Manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then reviewed by the A & L Manager for a "good cause" determination.
3. No lease will have an effective date before the unit is ready for occupancy<sup>60</sup>. "Ready for occupancy" is defined as basic life, health, and safety requirements having been met.

**C. MOVE-IN INSPECTIONS**

1. Move-in inspections will be conducted with the resident or his/her representative. MHA will provide the resident with a form noting the conditions of the dwelling unit and appliances, signed by both the resident and MHA representative, and keep a copy of the form in the tenant file.

#### **D. ADDITIONS TO THE HOUSEHOLD AND VISITORS**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit<sup>61</sup>.
  - a) MHA will not assign a larger bedroom size due to additions of household members other than by birth, adoption, marriage, or court-awarded custody. Families may request a Category 3 transfer, as defined in the Transfer Policy section below, to accommodate other additions to the household.
  - b) Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
  - c) Also included, would be situations in which a person (often a relative) comes to the unit as a visit but stayed on in the unit because the tenant needed support, for example, after a medical procedure<sup>62</sup>.
  - d) All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the lease, MHA will conduct pre-admission screening of any proposed new adult member to determine whether the MHA will grant such approval.
3. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to, adopted by or awarded by the court to the family.
4. Examples of situations where the addition of a family or household **member is subject to screening** are:
  - a) Resident plans to be married and requests to add the new spouse to the lease;
  - b) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
  - c) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.
5. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without MHA approval will be considered unauthorized occupants and the entire household will be subject to eviction<sup>63</sup>.

6. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on MHA premises that would be a lease violation.
  - a) Visits of less than three days need not be reported to or approved by the Admissions & Leasing Manager.
  - b) Visits of more than three and less than fourteen days are permitted, provided they are reported to the Admissions & Leasing Manager within 72 hours and authorized by the A & L Manager.
  - c) Visits of more than 14 calendar days shall be authorized only by the Executive Director or his/her designee with advance documentation of extenuating circumstances.
  - d) Visitors remaining beyond the approved period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
  - e) In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.
7. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease<sup>64</sup>.
8. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
9. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease<sup>65</sup>.
  - a) The resident shall report the move-out within 10 calendar days of its occurrence.
  - b) These individuals may be readmitted to the unit only once in a twelve-month period.
  - c) Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

## **V. TRANSFER POLICY**

### **A. GENERAL TRANSFER POLICY**

1. Transfers will be made without regard to race, color, national origin, sex, religion, familial status, age, marital status, or creed. Residents can be transferred to accommodate a disability<sup>66</sup>.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive

Director or designee, or in the case of an approved Category 3 or Incentive Transfer, as defined below.

3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

## **B. TYPES OF TRANSFERS**

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

1. Emergency Transfers are **mandatory** when MHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood<sup>xix</sup>.
  - a) **These transfers shall take priority over new admissions.**
2. Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards.<sup>67</sup> Category 1 also includes transfers to permit a family that requires a unit with accessible features to occupy such a unit or to make reasonable accommodations. Residents with disabilities are not compelled to accept transfer offers related to reasonable accommodations, but these requests will take priority over new admissions.
  - a) **These transfers shall take priority over new admissions.**
  - b) Requests for these transfers will be made to the Admissions & Leasing Manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).
3. Category 2 Administrative transfers correct serious occupancy standards problems.
  - a) **These transfers will take priority over new admissions.**
  - b) Category 2 transfers due to occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large

---

<sup>xix</sup> based on threat assessment by a law enforcement agency.

that the household members over age 2 would equal more than two persons per bedroom. **These transfers are mandatory.**

- c) If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.
4. When reasonable accommodation requests or mandatory transfers cannot be met with MHA public housing stock, transfers may be granted to the Housing Choice Voucher program so that tenants do not lose housing assistance through circumstances beyond their control.
  - (i) Transfers to the Housing Choice Voucher must be approved in writing by the Executive Director, with necessary documentation to substantiate the need for such transfers.
5. Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards<sup>xx</sup>, or address situations that interfere with peaceful enjoyment of the premises. **These transfers will not take priority over new admissions.** They will be processed at the rate of one transfer to at least four admissions.
6. Incentive Transfers: As described in detail below, residents with good rental histories may request incentive transfers. Incentive Transfers are offered on a nondiscriminatory basis. **These transfers will not take priority over new admissions.** They will be processed at the rate of one transfer to at least four admissions.
7. Whenever feasible, transfers will be made within a resident's area.

### **C. PROCESSING TRANSFERS**

1. A centralized transfer waiting list will be administered by the Admissions & Leasing Manager. Occupancy or Admissions & Leasing staff submits requests for transfer, including necessary documentation, to the Admissions & Leasing Manager. Transfers will be made in the following order:
  - a) First: Emergency transfers, then
  - b) Category 1 Administrative Transfers,
  - c) Category 2 Administrative Transfers,
  - d) Applicants,and at a rate of at least four admissions to every transfer,
  - e) Category 3 Administrative Transfers,
  - f) Incentive Transfers

---

<sup>xx</sup> Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms.

2. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by the Admissions & Leasing Manager.
3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.
4. Residents in a Category 2 over/under housed status will be advised in writing that a transfer is recommended and that the family has been placed on the transfer list.
5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
  - a) The head of household may request a Category 3 transfer before the child is two (2) years of age.
6. Split-family transfers will be processed as Category 3 administrative transfers.
  - a) Families that split into 2 “new” households may be transferred to two different units or a portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability.
  - b) Such transfers will be made in a manner that minimizes the impact on vacant units.

#### **D. GOOD RECORD REQUIREMENT FOR TRANSFERS**

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
  - a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - b) do not owe back rent or other charges, or evidence a pattern of late payment;
  - c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers, reasonable accommodations, when occupancy standards require a transfer, or when it is to MHA’s advantage<sup>xxi</sup> to make the transfer. The exception to the good record

---

<sup>xxi</sup> e.g. A single person is living alone in a three bedroom unit and does not want to move.

requirement will be made by the Executive Director taking into account the recommendation by the Admissions & Leasing Manager.

- a) Absent a determination of exception, the following policy applies to transfers:
  - (i) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
  - (ii) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

**E. INCENTIVE TRANSFERS**

1. Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.
2. MHA may occupy recently modernized, scattered site, or single-family units through incentive transfers. These units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units.
3. In order to encourage economic self-sufficiency for public housing residents, a resident who qualifies for the Housing Choice Voucher Homeownership Program may request a program transfer so that a Homeownership voucher can be issued.
  - a) These transfers will be approved only when vouchers are available and can be issued with no adverse effect on the Housing Choice Voucher waiting list.
4. Resident requests for incentive transfers should be made to the Admissions & Leasing Manager. Other managers or occupancy specialists may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:
  - a) Residency in a MHA development for at least three years.
  - b) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - c) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - d) Good housekeeping record.
5. No exceptions will be granted to the good record requirement for incentive transfers.
6. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

## **F. PAYING FOR TRANSFERS**

1. Residents shall bear the cost of transfers to correct occupancy standards and for incentive transfers. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by MHA.

## **VI. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE- EXAMS, & REMAINING FAMILY MEMBERS**

### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

1. Residents who meet the following criteria will be eligible for continued occupancy:
  - a) Qualify as a family as defined in Section II B of this policy<sup>xxii</sup>.
  - b) Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
  - c) Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
  - d) Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent<sup>68</sup>.
  - e) Who are in compliance with MHA's eight-hour per month community service requirements<sup>xxiii</sup>.

### **B. REMAINING FAMILY MEMBERS AND PRIOR DEBT**

1. Remaining family members age 18 years or older will be held responsible for amounts due to the Housing Authority incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the amounts due incurred before the remaining member attained age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent incurred by the former head of household.

---

<sup>xxii</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.

<sup>xxiii</sup> Applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs.



**C. DEFINITION OF TEMPORARILY OR PERMANENTLY ABSENT**

1. The MHA must compute all applicable income of every household member who is on the rental agreement, including those who are temporarily absent.
  - a) 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.
  - b) Income of persons permanently absent will not be counted.
    - (i) Any member of the household will be considered permanently absent if s/he is away from the unit for six (6) consecutive months or more than 180 days in a 12 month period except as otherwise provided in this section.
    - (ii) Students 18 years of age and older who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.
      - ◆ Students 18 years of age and older who were part of the family but who now live away from home during the school year and are not considered members of the household may visit during regular school recesses without being considered a household member.
    - (iii) If an adult child goes into the military and leaves the household, they will be considered permanently absent.
  - c) If, having provided MHA prior written notice of absence, the sole member or entire family is absent from the assisted unit for more than ninety (90) consecutive days, the unit will be considered to be vacated and the assistance will be terminated, except that for good cause and at the discretion of the Executive Director, the period of absence may be extended for up to 180 consecutive calendar days.
    - (i) In order to determine if the family is absent from the unit, the MHA may conduct home visits, write letters to the family at the unit, telephone the family at the unit, interview neighbors, verify if utilities are in service, request mail check of unit.
2. If the family includes a child or children temporarily absent from the home due to placement in foster care, MHA 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 twelve (12) months from the date of removal of the child(ren), the unit size will be reduced. If all children are removed from the home permanently, the unit size will be reduced in accordance with the MHA's occupancy guidelines.
3. If neither parent remains in the household and another adult is to be brought into the assisted unit to care for the children for an indefinite period, the MHA will treat that adult as a visitor for the first thirty (30) days. Thereafter the MHA must approve the

caretaker as an addition to the household under the Tenant Suitability criteria. If the courts award custody or legal guardianship to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the rental agreement will be transferred to the caretaker.

4. Time extensions will be granted as an accommodation upon verifiable and reasonable request by a person with a disability.

#### **D. REEXAMINATIONS**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their family composition re-examined every year, and incomes reexamined only every three years<sup>69</sup>.
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.
3. Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
5. Reexamination Procedures
  - a) At the time of reexamination, the head of household or co-head is required to sign a Summary Application form for continued occupancy, new release of information forms, and other forms required by HUD.
  - b) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
  - c) An electronic wage and unemployment check will be run on each adult family member at recertification to help detect any unreported income, family members not reported on the lease, etc.<sup>70</sup>.
  - d) Verified information will be analyzed and a determination made with respect to:
    - (i) Eligibility of the resident as a family or as the remaining member of a family;
    - (ii) Unit size required for the family (using the Occupancy Guidelines); and
    - (iii) Rent the family should pay.

- e) Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
  - f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy<sup>71</sup>.
  - g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the next 30 calendar days. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Admissions & Leasing Manager for further action, up to and including termination of the lease<sup>72</sup>.
6. Action Following Reexamination
- a) If there is any change in rent, the lease will be amended and the Resident notified in writing<sup>73</sup>.
  - b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available<sup>74</sup>.

## VII. COMMUNITY SERVICE

### A. REQUIREMENT

1. Each adult resident of MHA shall contribute eight hours per month of community service (not including political activities) within the community in which that adult resides, or participate in an economic self-sufficiency program as defined in this section for eight hours per month.

### B. EXEMPTIONS

1. The MHA shall provide an exemption from the community service requirement for any individual who:
  - a) Is 62 years of age or older;
  - b) is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;
  - c) Currently working at least 20 hours per week.
  - d) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act,

or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

- e) Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.
2. The MHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.
  3. The MHA will permit residents to change exemption status during the year if status changes.

**C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

1. For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:
  - a) Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;
  - b) Participating in an educational or vocational training program designed to lead to employment, at least 20 hours per week;
  - c) Volunteer work in a local school, hospital, child care center, homeless shelter, or other community service organization;
  - d) Working with youth organizations;
  - e) Helping neighborhood groups on special projects;
  - f) Raising young (pre-school) children at home where spouse is working;
  - g) Participation in programs that develop and strengthen resident self-responsibility such as:
    - (i) Drug and alcohol abuse counseling and treatment
    - (ii) Household budgeting
    - (iii) Credit counseling
    - (iv) English proficiency; or
    - (v) Other activities as approved by the MHA on a case-by-case basis.
2. The MHA will give residents the greatest choice possible in identifying community service opportunities.

**D. ANNUAL DETERMINATIONS**

1. For each public housing resident subject to the requirement of community service, the MHA shall, at the time of annual recertification, review and determine the compliance of the resident with the community service requirement.
2. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

**E. NONCOMPLIANCE**

1. If MHA determines that a resident subject to the community service requirement has not complied with the requirement, MHA shall notify the resident of such noncompliance, and that:
  - a) The determination of noncompliance is subject to the administrative grievance procedure under the MHA's Grievance Procedures; and
  - b) MHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the MHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.
  - c) Ineligibility for Occupancy for Noncompliance
    - (i) MHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

**F. MHA RESPONSIBILITY**

1. MHA will ensure that all community service programs are accessible for persons with disabilities.
2. MHA will ensure that:
  - a) The conditions under which the work is to be performed are not hazardous;
  - b) The work is not labor that would be performed by the MHA's employees responsible for essential maintenance and property services; or
  - c) The work is not otherwise unacceptable.

## VIII. INTERIM RENT ADJUSTMENTS

### A. ADJUSTING RENT BETWEEN REGULAR REEXAMINATIONS

1. Residents are required to report all changes in family composition or status to the Occupancy Specialist within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.
2. Families are required to report all changes in income, both increases and decreases, within 10 calendar days of the occurrence. MHA will process interim changes in rent according to the chart below:

INCOME CHANGE	MHA ACTION
a) Decrease in income for any reason, <u>except</u> as noted at the bottom of this page <sup>xxiv</sup> .	MHA will process interim reduction in rent.
b) Increase in income following MHA granting of interim rent decrease.	MHA will process an interim increase for income increases that follow interim rent reductions
c) Increase in earned income from the employment of a current household member or increase in child support.	MHA will process interim rent increase or, if the individual is eligible for an earned income disallowance, will grant the disallowance
d) Increase in unearned income (e.g. COLA adjustment for social security, annual TANF adjustment)	MHA will defer the increase in rent to the next regular reexamination.
e) Increase in income because a person with income (from any source) joins the household.	MHA will process an interim increase in rent.
f) MHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. MHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.	

3. Complete verification of the circumstances applicable to rent adjustments must be documented<sup>75</sup>.
4. MHA will process interim adjustments in rent as follows:
  - a) When a decrease in income is reported, an interim adjustment will be processed.
  - b) Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Occupancy

<sup>xxiv</sup> Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions.

Specialist. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

**B. EFFECTIVE DATE OF ADJUSTMENTS**

1. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
2. Rent decreases go into effect the first of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month, provided that the change was reported with 10 calendar days of the occurrence.
3. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**IX. LEASE TERMINATION PROCEDURES**

**A. GENERAL POLICY: LEASE TERMINATION**

1. No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms<sup>76</sup>.

**B. NOTICE REQUIREMENTS**

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination.
2. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
3. For any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or MHA employees, or any drug-related criminal activity on or near the premises, MHA may choose to use an Expedited Grievance Procedure.
  - a) The informal settlement of grievances does not apply to the Expedited Grievance Procedure.
4. Notices of lease termination may be served personally, sent by first class and certified return receipt requested mail, or posted on the apartment door. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### **C. RECORDKEEPING REQUIREMENTS**

1. A written record of every termination and/or eviction shall be maintained by MHA, and shall contain the following information:
  - a) Name of resident, race and ethnicity, number and identification of unit occupied;
  - b) Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  - c) Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
  - d) Date and method of notifying resident; and
  - e) Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

### **X. UTILITIES**

In some of MHA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by MHA in consultation with the utility supplier.<sup>77</sup>.

#### **A. RESIDENT-PAID UTILITIES**

1. The following requirements apply to residents living in developments with resident-paid utilities:
  - a) Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
  - b) When a resident's Total Tenant Payment is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the tenant.
  - c) When the utility supplier offers a "Budget" payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
  - d) When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.
  - e) If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.



- f) Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for lease termination and eviction.

## **XI. FLAT RENTS/CEILING RENTS**

### **A. FLAT RENTS/CEILING RENTS**

1. Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the flat rent. Flat rents represent the actual market value of MHA's housing units. MHA will take the following information into account in developing its flat rent schedule:
  - a) Rents of non-assisted rental units in the immediate neighborhood;
  - b) Size of MHA's units compared to non-assisted rental units from the neighborhood;
  - c) Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood;
  - d) Land use in the surrounding neighborhood;
  - e) Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood;
  - f) Crime in MHA's developments and the surrounding neighborhood;
  - g) Quality of local schools serving each MHA development;
  - h) Availability of public transportation at each MHA development; and
  - i) Availability of accessible units for persons with mobility impairments.
  - j) Missoula Housing Authority does not use ceiling rents

### **B. ANNUAL UPDATE OF FLAT RENTS**

1. MHA shall review the Flat Rent structure annually and adjust the rents as needed. When a resident chooses flat rent, his/her rent shall be adjusted only at the next regular reexamination/ recertification rather than at the point the flat rent may change.

### **C. RECERTIFICATION OF FAMILIES ON FLAT RENTS**

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

## **XII. DEFINITIONS & PROCEDURES TO BE USED IN DETERMINING INCOME & RENT**

### **A. ANNUAL INCOME<sup>78</sup>**

1. Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-

month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

- a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b) The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
- c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
- d) If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
- e) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
- f) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B.1(c) below concerning treatment of lump-sum additions as Family assets.);
- g) All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
- h) Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
- i) All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B.1(g) below concerning pay for exposure to hostile fire.)

## **B. ITEMS NOT INCLUDED IN ANNUAL INCOME**<sup>79</sup>

1. Annual Income does not include the following:
  - a) Income from the employment of children (including foster children) under the age of 18 years;
  - b) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
  - c) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature); [See paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.]
  - d) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - e) Income of a live-in aide, provided the person meets the definition of a live-in aide (See Definition of Terms attached);
  - f) The full amount of student financial assistance paid directly to the student or the educational institution;
  - g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  - h) Certain amounts received that are related to participation in the following programs:
    - (i) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
    - (ii) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
    - (iii) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
    - (iv) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited

to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

- (v) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;
- i) Temporary, non-recurring, or sporadic income (including gifts);
- j) Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- k) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
- l) Adoption assistance payments in excess of \$480 per adopted child;
- m) The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, **will not be increased during the exclusion period.** For purposes of this paragraph, the following definitions apply:
  - (i) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the MHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - (ii) During the 12-month period beginning when the member first qualifies for a disallowance, the MHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - (iii) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second

exclusion), the maximum period for the disallowance (exclusion) is 48 months.

- (iv) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
  - n) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
  - o) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  - p) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - q) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)
2. The following is a list of benefits excluded by other Federal Statute:
- a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)]**;
  - b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g), 5088]**;
    - (i) Examples of programs under this Act include but are not limited to:
      - ◆ the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
      - ◆ National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
      - ◆ Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- ♦ Payments received under the Alaska Native Claims Settlement Act [**43 USC.1626 (a)**];
  - ♦ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(**25 USC. 459e**);
  - ♦ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [**42 USC 8624 (f)**];
  - ♦ Payments received under programs funded in whole or in part under the Job Training Partnership Act [**29 USC 1552 (b)**] ;
  - ♦ Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [**Pub. L. 94-540, 90 Stat 2503-04**];
  - ♦ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (**25 USC 1407-08**), or from funds held in trust for an Indian Tribe by the Secretary of Interior [**25 USC 117b, 1407**]; and
  - ♦ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [**20 USC 1087 uu**].
    - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- c) Payments received from programs funded under Title V of the Older Americans Act of 1965 [**42 USC 3056 (f)**]:
- (i) Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- d) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- e) Payments received under the Maine Indian Claims Settlement Act of 1980 (**Pub. L. 96-420, 94 Stat. 1785**);
- f) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 USC 9858q**);
- g) Earned income tax credit refund payments received on or after January 1, 1991 (**26 USC 32 (j)**).
- h) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

- i) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

**C. ANTICIPATING ANNUAL INCOME<sup>xxv</sup>**

1. If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. ADJUSTED INCOME<sup>xxvi</sup>**

1. Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:
  2. For All Families
    - a) **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.
    - b) **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
    - c) **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
      - (i) Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

---

<sup>xxv</sup> 24CFR §5.609(d)

<sup>xxvi</sup> 24CFR §5.611

- d) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - e) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.
3. For elderly and disabled families only:
- a) **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.
    - (i) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
  - b) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
  - c) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
  - d) Elderly/Disabled Household Exemption — An exemption of \$400 per household.
4. See Definitions in Glossary
5. Optional Deductions/Exemptions: MHA has no optional deductions or exemptions.

#### **E. COMPUTING RENT**

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will be paid to the tenant by MHA.



- a) **Total Tenant Payment is the highest of:**
  - (i) **30% of adjusted monthly income;** or
  - (ii) **10% of monthly income;** but never less than the
  - (iii) **Minimum Rent;** and never more than the
  - (iv) **Flat Rent, if chosen by the family**
2. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the MHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.
3. The Minimum Rent shall be \$50.00 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50.00 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the long-term hardship exemption to the minimum rent are limited to the following:
  - a) The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
  - b) The family would be evicted as result of the imposition of the minimum rent requirements;
  - c) The income of the family has decreased because of changed circumstances, including loss of employment;
  - d) A death in the family has occurred; or
  - e) Other circumstances as determined by MHA
4. The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.
5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

### **XIII. PET POLICY**

#### **A. MIXED POPULATION HOUSING PET POLICY**

1. Exclusions
  - a) The following policies do not pertain to animals that assist or provide service to persons with disabilities, referred to in this policy as “service animals.” Requests for service animals will be considered on a case-by-case basis. Requests must be made in writing prior to acquisition of the animal or prior to lease-up if the animal is already owned, and accompanied by a letter from a knowledgeable professional

documenting the need for the animal as a reasonable accommodation for a person with a disability.

- b) Service animals are allowed in all units owned and managed by the Missoula Housing Authority with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of service animals are required to be in compliance with all State and local public health, animal control, and animal anti-cruelty laws and regulations, including requirements for licensing and vaccinations. This exclusion applies to service animals that reside in public housing projects, as well as to service animals that visit these projects. Nothing in this policy:
  - (i) Limits or impairs the rights of persons with disabilities,
  - (ii) Authorizes the Missoula Housing Authority to limit or impair the rights of persons with disabilities;
  - (iii) Affects any authority that the Missoula Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law. (CFR 24 Section 5.303)

## 2. Pet Rules:

- a) You must have prior written approval from the Missoula Housing Authority before bringing any pet onto the premises. Prior to accepting a pet for residency, you must provide to MHA proof of animal's licensing, vaccination record, proof of spaying or neutering, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Pet Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant's annual recertification.
- b) Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition or those with poisonous bites or stings deemed by management to be potentially harmful to the health and safety of others are prohibited. The following types of common household pets will be permitted under the following criteria:
  - (i) Dogs:
    - ◆ Only one dog is permitted
    - ◆ Must be 40 pounds or less when fully grown
    - ◆ Must be licensed by the City of Missoula
    - ◆ Must have proof of spay or neuter
    - ◆ Must have proof of all required vaccinations
    - ◆ Must wear a collar with license tag affixed at all times the following breeds of dog are not allowed: Rottweilers, Pit Bulls, Doberman Pinschers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to one of the prohibited breeds.
  - (ii) Cats:
    - ◆ Only one cat is permitted

- ◆ Must have proof of spay or neuter
  - ◆ Must have proof of all required vaccinations
  - ◆ Must be trained to the litter box
- (iii) Birds:
- ◆ No more than two birds are permitted
  - ◆ Cages may be no larger than 4 feet high by 3 feet wide by 2 feet deep, and must have removable litter trays to permit daily cleaning.
  - ◆ Birds must be maintained inside of cage at all times
  - ◆ No birds of prey or other dangerous species are permitted.
- (iv) Small caged animals:
- ◆ Only Guinea pigs, hamsters, gerbils, or small non-poisonous lizards are permitted.
  - ◆ No more than two caged animals are permitted.
  - ◆ Small animals must be caged at all times.
- (v) Aquariums:
- ◆ Must not exceed twenty (20) gallons
  - ◆ One aquarium is permitted
- c) A maximum of three (3) common household pets is allowed. Only one dog or one cat is allowed; the second and third pet must be caged. If there is no cat or dog, a maximum of two (2) caged pets is allowed.
- d) A refundable pet deposit of \$100.00 per cat or dog must be paid in full before the pet is brought onto the premises. The pet deposit will be refunded, along with any interest accrued, less the cost of cleaning or damages directly attributable to the pet, when the resident moves out or no longer has a pet on the premises, whichever occurs first. In cases of financial hardship, MHA may allow tenant to make a payment arrangement which requires one-half (2) of the deposit when the pet is brought onto the premises with up to three (3) months to pay the balance due. (The pet deposit rule does not apply to pets in senior housing before the implementation date of this policy.)
- e) Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal. If a pet deposit has been paid, damages will first be charged to the deposit. Owner is liable for any charges that exceed the amount of the pet deposit.
- f) MHA is not responsible for any action, injuries or damages caused by any tenant's animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.

- g) Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident's unit. When outside the unit, dogs must be on a hand-held leash and under the owner's control at all times.
- h) Pets shall use common areas inside a building only for the purpose of passing to the outside of the building, except for service animals.
- i) Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Pet waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.
- j) Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of pet odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.
- k) No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.
- l) No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant's quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.
- m) In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.
- n) Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.
- o) If pets or service animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.
- p) If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner's unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.

- q) An applicant who rejects an offer of housing because of a refusal to comply with the pet policy will not be allowed a “good cause” exception. All applicants are subject to the pet policy and may not move in with a pet that is not in compliance with this policy.
- r) An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.
- s) Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.

## **B. FAMILY HOUSING PET POLICY**

### **1. Exclusions:**

- a) The following policies do not pertain to animals that assist or provide service to persons with disabilities, referred to in this policy as “service animals.” Requests for service animals will be considered on a case-by-case basis. Requests must be made in writing prior to acquisition of the animal or prior to lease-up if the animal is already owned, and accompanied by a letter from a knowledgeable professional documenting the need for the animal as a reasonable accommodation for a person with a disability.
- b) Service animals are allowed in all units owned and managed by the Missoula Housing Authority with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of service animals are required to be in compliance with all State and local public health, animal control, and animal anti-cruelty laws and regulations, including requirements for licensing and vaccinations. This exclusion applies to service animals that reside in public housing projects, as well as to service animals that visit these projects. Nothing in this policy:
  - (i) Limits or impairs the rights of persons with disabilities,
  - (ii) Authorizes the Missoula Housing Authority to limit or impair the rights of persons with disabilities;
  - (iii) Affects any authority that the Missoula Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law. (CFR 24 Section 5.303)

### **2. Pet Rules:**

- a) You must have prior written approval from the Missoula Housing Authority before bringing any pet onto the premises. Prior to accepting a pet for residency, you must provide to MHA proof of animal’s licensing, vaccination record, proof of spaying or

neutering, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Pet Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant's annual recertification.

- b) Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition or those with poisonous bites or stings deemed by management to be potentially harmful to the health and safety of others are prohibited. The following types of common household pets will be permitted under the following criteria:
- (i) Dogs:
    - ◆ Only one dog is permitted
    - ◆ Must be 40 pounds or less when fully grown
    - ◆ Must be licensed by the City of Missoula
    - ◆ Must have proof of spay or neuter
    - ◆ Must have proof of all required vaccinations
    - ◆ Must wear a collar with license tag affixed at all times the following breeds of dog are not allowed: Rottweilers, Pit Bulls, Doberman Pinschers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to one of the prohibited breeds.
  - (ii) Cats:
    - ◆ Only one cat is permitted
    - ◆ Must have proof of spay or neuter
    - ◆ Must have proof of all required vaccinations
    - ◆ Must be trained to the litter box
  - (iii) Birds:
    - ◆ No more than two birds are permitted
    - ◆ Cages may be no larger than 4 feet high by 3 feet wide by 2 feet deep, and must have removable litter trays to permit daily cleaning.
    - ◆ Birds must be maintained inside of cage at all times
    - ◆ No birds of prey or other dangerous species are permitted.
  - (iv) Small caged animals:
    - ◆ Only Guinea pigs, hamsters, gerbils, or small non-poisonous lizards are permitted.
    - ◆ No more than two caged animals are permitted.
    - ◆ Small animals must be caged at all times.
  - (v) Aquariums:
    - ◆ Must not exceed twenty (20) gallons
    - ◆ One aquarium is permitted
- c) A maximum of three (3) common household pets is allowed. Only one dog or one cat is allowed; the second and third pet must be caged. If there is no cat or dog, a maximum of two (2) caged pets is allowed.

- d) A non-refundable fee of \$25.00 and a refundable pet deposit of \$100.00 per cat or dog must be paid in full before the pet is brought onto the premises. The pet deposit will be refunded, along with any interest accrued, less the cost of cleaning or damages directly attributable to the pet, when the resident moves out or no longer has a pet on the premises, whichever occurs first. In cases of financial hardship, MHA may allow tenant to make a payment arrangement which requires one-half (1/2) of the deposit when the pet is brought onto the premises with up to three (3) months to pay the balance due. (The pet deposit rule does not apply to pets in senior housing before the implementation date of this policy.)
- e) Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal. If a pet deposit has been paid, damages will first be charged to the deposit. Owner is liable for any charges that exceed the amount of the pet deposit.
- f) MHA is not responsible for any action, injuries or damages caused by any tenant's animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.
- g) Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident's unit. When outside the unit, dogs must be on a hand-held leash and under the owner's control at all times.
- h) Pets shall use common areas inside a building only for the purpose of passing to the outside of the building, except for service animals.
- i) Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Pet waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.
- j) Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of pet odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.
- k) No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.
- l) No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant's quiet enjoyment of their unit or the common areas of the

complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

- m) In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.
- n) Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.
- o) If pets or service animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.
- p) If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner's unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.
- q) An applicant who rejects an offer of housing because of a refusal to comply with the pet policy will not be allowed a "good cause" exception. All applicants are subject to the pet policy and may not move in with a pet that is not in compliance with this policy.
- r) An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.
- s) Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.



## DEFINITIONS OF TERMS

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible Facility - means all or any portion of a facility *other than an individual dwelling unit* used by individuals with physical disabilities. [24 CFR § 8.21]
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]
4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]
5. Adult - A Person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.
6. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]
7. Applicant - a person or a family that has applied for admission to housing.
8. Area of Operation - The jurisdiction of the PHA as described in applicable State law and the PHA’s Articles of Incorporation.
9. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)
10. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR § 8.3]
11. Care Attendant (or Personal Care Attendant) - a person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since

they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

12. Co-head of Household - a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
13. Covered Person – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.
14. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. **[24 CFR § 5.603]**
15. Designated Family - means the category of family for whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **(PL 96-120)**
16. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
17. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **[24 CFR § 5.403]**
18. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. **[(42 USC 1437a(b)(3)]**
19. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **[24 CFR § 5.603]** in this section.)
20. Drug – A controlled substance as defined in the Controlled Substances Act. **[24 CFR § 5.100]**
21. Drug-related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. **[24 CFR § 5.100]**
22. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and

well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]

23. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
24. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
25. Family –
  - a. Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing;  
OR
  - b. two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.
  - c. The term family also includes the following terms defined in this Section:
    - ◆ Elderly family
    - ◆ Near elderly family
    - ◆ Disabled family
    - ◆ Displaced person
    - ◆ Single person
    - ◆ Remaining member of a tenant family,
    - ◆ a foster care arrangement, or a kinship care arrangement
    - ◆ Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care) may be considered a part of the applicant family’s household if they are living or will live regularly with the family. [24 CFR §§ 5 and 960]
    - ◆ Live-in Aides may also be considered part of the applicant family’s household. However, live-in aides are not *family* members and have no rights of tenancy or continued occupancy.
    - ◆ Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
26. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603].
27. Guest – For the purposes of determining whether an individual’s criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
28. Head of the Household - The family member (identified by the family) who is held responsible and accountable for the family.

29. Household – The family and a PHA-approved Live-in Aide

30. Individual with Disabilities, Section 504 definition [24 CFR § 8.3]

- a. Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.
- b. Individual with disabilities means any person who has:
  - ♦ A physical, mental or emotional impairment that:
    - a) substantially limits one or more major life activities;
    - b) has a record of such an impairment;
    - c) or is regarded as having such an impairment.
    - d) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
  - ♦ Definitional elements:
    - a) “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
      - (i) Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
      - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
    - b) “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
    - c) “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
    - d) “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
      - (i) Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
      - (ii) Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

(iii) NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- ◆ The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

c. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

31. Kinship Care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

32. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services **[24 CFR 5.403]**.

a. PHA policy on Live-in Aides stipulates that:

- ◆ Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- ◆ Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- ◆ Live-in Aides have no right to the unit as a remaining member of a resident family;
- ◆ Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;
- ◆ A Live-in aide is a single person;
- ◆ A Live-in Aide will be required to meet PHA’s screening requirements with respect to past behavior especially:
  - a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
  - b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or

the development; and A record of eviction from housing or termination from residential programs.

33. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families **[42 USC 1437a(b0)]**
34. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. **[24 CFR § 5.603]**.
35. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.
36. Mixed Population Project - means a public housing project for elderly and disabled families. The PHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
37. Multifamily Housing Project - For purposes of Section 504, means a project containing five or more dwelling units. **[24 CFR § 8.3]**
38. Near-elderly Family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **[24 CFR§ 5.403]**
39. Near-elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **[42 USC 1437a(b)(3)]**
40. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 5.603]**
  - a. Real property (land, houses, mobile homes)
  - b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
  - c. Cash value of whole life insurance policies
  - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - e. Other forms of capital investments (business equipment)
  - f. Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
  - g. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

- h. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR §5.603(b)(3)].
41. Other Person Under the Tenant’s Control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant’s control (e.g. the Pizza Delivery person).
42. Person with Disabilities<sup>xxvii</sup> [42 USC 1437a(b)(3)] means a person<sup>xxviii</sup> who —
- a. Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
  - b. Has a physical, mental or emotional impairment that:
    - ♦ Is expected to be of long continued and indefinite duration;
    - ♦ Substantially impedes his/her ability to live independently; and,
    - ♦ Is of such nature that such disability could be improved by more suitable housing conditions; or,
    - ♦ Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].
43. Portion of Project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR § 945.105]
44. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]
45. Premises – The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
46. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of

---

<sup>xxvii</sup> NOTE: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>xxviii</sup> A person with disabilities may be a child.

occupancy with or without supportive services provided by persons other than the PHA.

47. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
48. Spouse - Spouse means the husband or wife of the head of the household.
49. Tenant Rent - The amount payable monthly by the Family as rent to PHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance [24 CFR § 5.603].
50. Total Tenant Payment (TTP) - The TTP, or income-based rent, is calculated using the following formula:
  - a. The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR §5.613] See the definition for Tenant Rent.
51. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**
52. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR § 990.102].
53. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.
54. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)].
55. Violent Criminal Activity – Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.



## ENDNOTES

- 
- <sup>1</sup> 24 CFR Part 1
  - <sup>2</sup> 24 CFR Part 100
  - <sup>3</sup> 24 CFR Part 8
  - <sup>4</sup> 24 CFR Part 146
  - <sup>5</sup> 24 CFR § 960.103
  - <sup>6</sup> 24 CFR § 960.203
  - <sup>7</sup> 24 CFR §§ 8.21, 8.23, 8.24, and 8.25
  - <sup>8</sup> 24 CFR § 100.204
  - <sup>9</sup> 24 CFR § 8.24(a)(2)
  - <sup>10</sup> 24 CFR § 8.24
  - <sup>11</sup> 24 CFR § 8.23 (b)
  - <sup>12</sup> 24 CFR § 8.24 (a)(1)
  - <sup>13</sup> 24 CFR § 8.24(b)
  - <sup>14</sup> 24 CFR § 8.32(c)
  - <sup>15</sup> 24 CFR § 8.26
  - <sup>16</sup> 24 CFR § 8.26
  - <sup>17</sup> 24 CFR §8.32(c)
  - <sup>18</sup> 24 CFR §8.32(c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)
  - <sup>19</sup> 24 CFR §906.202(a)
  - <sup>20</sup> 24 CFR §8.20 and 8.21
  - <sup>21</sup> 24 CFR §8.6
  - <sup>22</sup> 24 CFR §8.6
  - <sup>23</sup> 24 CFR §8.6
  - <sup>24</sup> 24 CFR §8.6
  - <sup>25</sup> 24 CFR §960.103(b)
  - <sup>26</sup> 24 CFR §5.500 Subpart E
  - <sup>27</sup> 24 CFR §5.216
  - <sup>28</sup> 24 CFR §960.203
  - <sup>29</sup> 24 CFR §960.206
  - <sup>30</sup> 24 CFR §85.42
  - <sup>31</sup> 24 CFR §960.206(c)
  - <sup>32</sup> 24 CFR §206(a)(4)
  - <sup>33</sup> 24 CFR §960
  - <sup>34</sup> 24 CFR §960.203(c)
  - <sup>35</sup> 24 CFR §960.203(c)
  - <sup>36</sup> 24 CFR §960.203
  - <sup>37</sup> 24 CFR 8.3 Definition: Qualified individual with disabilities
  - <sup>38</sup> 24 CFR §960.203
  - <sup>39</sup> 24 CFR §960.203(c)(1)
  - <sup>40</sup> 24 CFR §960.208
  - <sup>41</sup> 24 CFR §960.203 (c)(1)
  - <sup>42</sup> 24 CFR §960.203 (c)(2)
  - <sup>43</sup> 24 CFR §960.203 (c)(3)
  - <sup>44</sup> 24 CFR §8.2 Definition: Qualified Individual with disabilities
  - <sup>45</sup> 24 CFR §960.202(a)
  - <sup>46</sup> 24 CFR §8.2 Definition: Qualified Individual with disabilities
  - <sup>47</sup> 24 CFR §960.203(d)
  - <sup>48</sup> 24 CFR §960.203(d)
  - <sup>49</sup> 24 CFR §5.403
  - <sup>50</sup> 24 CFR §5.603
  - <sup>51</sup> 24 CFR §5.500
  - <sup>52</sup> 24 CFR §5.400
  - <sup>53</sup> 24 CFR §960.203
  - <sup>54</sup> 24 CFR §960.208(b)

- 
- <sup>55</sup> 24 CFR §960.208(a)
  - <sup>56</sup> 24 CFR §966
  - <sup>57</sup> 24 CFR §966.4(p)
  - <sup>58</sup> 24 CFR §966.4(c)(3)
  - <sup>59</sup> 24 CFR §966.4(o)
  - <sup>60</sup> 24 CFR §966.4 (i)
  - <sup>61</sup> 24 CFR §960.203(c) and 966.4(a)(1)(v)
  - <sup>62</sup> 24 CFR §966.4(f)(3) & (c)(2)
  - <sup>63</sup> 24 CFR §966.4(f)(3)
  - <sup>64</sup> 24 CFR §966.4(f)(2)
  - <sup>65</sup> 24 CFR §966.4(f)(3)
  - <sup>66</sup> 24 CFR §100.5
  - <sup>67</sup> 24 CFR §35.1345(a)(2)
  - <sup>68</sup> 24 CFR §5.508
  - <sup>69</sup> 24 CFR §960.257
  - <sup>70</sup> 24 CFR §960.259(c)
  - <sup>71</sup> 24 CFR §5
  - <sup>72</sup> 24 CFR §966.4(c)(2)
  - <sup>73</sup> 24 CFR §966.4(c) & (o)
  - <sup>74</sup> 24 CFR §966.4(c)(3)
  - <sup>75</sup> 24 CFR §960.259(c)
  - <sup>76</sup> 24 CFR §966.4(1)(2)
  - <sup>77</sup> 24 CFR §965& 966.4(b)(2)
  - <sup>78</sup> 24 CFR §5.609
  - <sup>79</sup> 24 CFR §5.609