



FOR HOUSING AUTHORITY COMMISSION MEETING OF: September 13, 2010  
AGENDA ITEM NO.: 3.2 (f)

TO: CHAIR AND HOUSING AUTHORITY COMMISSIONERS  
THROUGH:  LINDA MORRIS, EXECUTIVE DIRECTOR  
FROM:  RICK L. SCOTT, DIRECTOR,  
URBAN DEVELOPMENT DEPARTMENT  
SUBJECT: DUPLEX - TRIPLEX - HAWTHORNE HOUSE TENANT  
SELECTION PLAN

**ISSUE:**

Shall the Housing Authority Commission adopt Resolution No. 2092 adopting the Duplex - Triplex - Hawthorne House Tenant Selection Plan (TSP) to incorporate changes to initial screening criteria and eligibility of existing tenant households; clarification to rent collection and eviction procedures; specific on-going program requirements for tenants in designated HOME funded units; and implementation of a non-smoking policy?

**RECOMMENDATION:**

Staff recommends the Housing Authority Commission adopt Resolution No. 2092 adopting the Duplex – Triplex - Hawthorne House Tenant Selection Plan (TSP) to incorporate changes to initial screening criteria and eligibility of existing tenant households; clarification to rent collection and eviction procedures; specific eligibility requirements for applicants and tenants in the designated HOME funded units; and implementation of a non-smoking policy.

**BACKGROUND:**

Salem Housing Authority (SHA) maintains a TSP that governs the eligibility and continued participation of applicants and participants for Duplex – Triplex - Hawthorne House units. Periodically, SHA updates the TSP to incorporate regulatory changes and improve program responsiveness to local needs.

**FACTS AND FINDINGS:**

The proposed revisions to the Duplex – Triplex - Hawthorne House TSP include:

- Language that clarifies per HOME regulations that evictions can only be “for cause”.

- Implementation of a non-smoking policy effective September 14, 2010, for new admissions; November 1, 2010, for current residents who are at the end of their lease term. Housing agencies and private property management companies across the country are adopting non-smoking policies to reduce the public health risks associated with tobacco use and enhance efforts to provide increased public health protection for residents of public housing. The SHA is focused on planning and implementation activities to create a smoke-free housing policy. This policy change would prohibit smoking in 100 percent of all SHA owned and managed buildings. Smoking would only be allowed in management designated external areas. This policy change is being fully implemented at each of the SHA properties at differing intervals over the next 15 months. The SHA is partnering with the Tobacco Prevention and Education Programs for Marion and Polk County and the 1,750 residents, including 830 children, living in SHA owned and operated rental housing.

A clean version of the Plan is attached as Exhibit A of Resolution No. 2092. Specific revisions to the Plan are located at the following link and are identified by strike out of old text and underlining of new text.

<http://www.cityofsalem.net/Residents/HousingAuthority/Documents/DUP%20TRI%20HH%2009-14-10%20REDLINED%20LG.pdf>

A clean version of the Duplex – Triplex - Hawthorne House Tenant Selection Plan in its entirety is also available at the following link:

<http://www.cityofsalem.net/Residents/HousingAuthority/Documents/DUP%20TRI%20HH%2009-14-10%20CLEAN%20LG.pdf>

Further information about the Duplex Apartment requirements is located at the following link:

<http://www.cityofsalem.net/Residents/HousingAuthority/Documents/Dup%20Trip%20HH%20Fact%20Sheet.pdf>

Report prepared by: Andy Wilch, Housing and Social Services Administrator  
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RESOLUTION NO. 2092

RESOLUTION ADOPTING THE  
DUPLEX - TRIPLEX - HAWTHORNE HOUSE TENANT SELECTION PLAN

WHEREAS, the Housing Authority of the City of Salem ("the Authority") has historically implemented program plans and policies to incorporate regulatory changes and improve program responsiveness to local needs; and

WHEREAS, the Authority wishes to adopt the Duplex - Triplex - Hawthorne Tenant Selection Plan to incorporate changes to initial screening criteria and eligibility of existing tenant households; clarification to rent collection and eviction procedures; specific eligibility requirements tenants in designated HOME funded units; and implementation of a non-smoking policy; and

WHEREAS, draft revisions have been made to specific chapters of the Duplex - Triplex - Hawthorne House Tenant Selection Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE  
HOUSING AUTHORITY OF THE CITY OF SALEM, OREGON

Section 1. The attached Duplex - Triplex - Hawthorne House Tenant Selection Plan is hereby adopted as set forth in Exhibit A.

Section 2. This resolution supersedes any other previous resolution or order adopting a Duplex - Triplex - Hawthorne House Tenant Selection Plan.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Housing Authority of the City of Salem, Oregon this 13th day of September, 2010.

\_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Recording Secretary

EXHIBIT A

DUPLEX/TRIPLEX  
HAWTHORNE HOUSE  
TENANT SELECTION PLAN

**Effective: September 14, 2010**

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## SECTION 1. MARKETING

### Statement of Nondiscrimination

Salem Housing Authority does not discriminate against any person because of handicap, race, color, religion, sex, marital status, familial status, national origin, sexual orientation, gender identity, source of income, and/or domestic partnership in accessing; applying for or receiving assistance, or in treatment or employment in any of its programs and activities.

### Outreach

The Housing Authority will provide information pertaining to occupancy according to SHA's Affirmative Fair Housing Marketing plans, through the following actions:

### Media Sources

Newspaper. The Statesman Journal, a daily general circulation newspaper, is used for any special outreach efforts when determined necessary. When appropriate, news releases are given to the Statesman Journal and other local general circulation publications to provide information to the general community.

Radio. The various major Salem radio stations are used to assist in reaching the general public through radio spots, news releases, and talk shows.

Neighborhood Newsletters. Information is provided to the various Salem neighborhood associations and periodic articles are written in neighborhood association newsletters to promote Salem Housing Authority's programs and services.

If the receipt of applications is adequate in order to assure placement in vacant units for a 12-month period, outreach efforts may be discontinued. Applications and outreach efforts will be continued whenever it is necessary to maintain an adequate waiting list.

## SECTION 2. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF TENANTS

### Completing Applications

The Housing Authority shall maintain a separate waiting list for:

Duplex units	(4 bedroom units)
Triplex units	(3 bedroom units)
Hawthorne House	(2 bedroom unit)

### Determining Eligibility

To be eligible for placement, applicant(s) must qualify as a Family per Section 19, and

all household members age 18 and above must disclose and verify that they have a valid/assigned social security number from the Social Security Administration.

### **Initial Income Eligibility**

#### Duplex-Triplex

All applicants being placed into the Duplex projects shall have annual gross income third-party verified not to exceed 80% of median income as established and published by HUD.

Applicants being placed into the Triplex projects shall have gross incomes third-party verified not to exceed 50% of median income.

#### Hawthorne House

All applicants being placed into the Hawthorne Street unit shall have annual gross incomes third-party verified not to exceed 80% of median income as established and published by HUD.

### **General Requirements**

Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet for clothing).

Incomplete, inaccurate or falsified information will be grounds for denial.

Application will be denied if applicant fails to disclose any criminal activity for any household member on the application and public record indicates otherwise.

Co-signers will not be allowed.

Applicants that owe money to the Authority or any other PHA, in connection with any assisted housing program, may apply for assistance and be placed on the waiting list, however, all money owed must be paid to the PHA in which the debt was incurred prior to receiving any form of assistance.

If an applicant's name comes to the top of the waiting list and it is determined that they owe money to the Authority, or any other PHA, they will be notified of the amount owing and will be given ten (10) calendar days from the date of notification to make payment in full. If payment is not made in full, the applicant's name will be placed at the bottom of the waiting list.

### **Income Requirements**

Monthly gross income shall equal 2 times the stated monthly rent. (Exceptions: Section 8 voucher holders are exempt from this requirement.)

## **Rental Requirements (References)**

Home ownership is verified through the county tax assessor. Mortgage payments must be current.

Home ownership negotiated through a land sales contract will be verified through the contract holder.

FED/judgment free rental history will be required for the most recent 12-month period. For those applicants with FED's/judgments dated older than the most recent 12 months, if approved, an additional security deposit equal to one month's contract rent will be required.

Rental history demonstrating residency, but not third party rental history (i.e.; residency that is, or has been with parents, other family, student housing or military housing), may require an additional security deposit equal to a full months rent. Decision to charge an additional security deposit will be based solely at the discretion of the Property Management Supervisor.

Rental history reflecting past due rent or an outstanding balance may be denied. This includes but is not limited to money owed to a current or previous landlord, property Management Company or public housing agency.

Applicants who are able to verify through third party that they are current with a repayment agreement or who can verify that there are extenuating circumstances that need to be considered, on a case-by-case basis, may be approved, upon receipt of such verification, however if approved the applicant will be required to pay additional security deposit equal to a full month's contract rent.

Rental history that reflects a record of disturbance of neighbors, destruction of property, negative behavior, living or housekeeping habits at prior residences, which may adversely affect the health, safety or welfare of other residents may be basis for denial of the application.

Observed behavior that indicates that such behavior may adversely affect the peaceful enjoyment of the property by current residents, may be basis for denial of the application.

### **Credit requirements**

Outstanding bad debt up to \$4,999 (excluding medical collections and/or vehicle repossessions) may require payment of an additional security deposit equal to one month's contract rent.

Outstanding bad debt (excluding medical collections and/or vehicle repossessions) exceeding \$5,000, will result in the application being denied, unless applicant can provide verifiable rental history. Upon providing verifiable rental history, Southfair Apartments Management may use its discretion to require applicant to pay an additional security deposit equal to one month's contract rent.

For bankruptcy filings less than one year, approval may be granted if the bankruptcy was due primarily to medical debt and if proof of positive rental history for two or more years can be provided and upon payment of double security deposit. Two payments (no less than 45 days apart) can be made toward the security deposit.

Drug-related/Violent Criminal Activity

When applicant initially applies for housing assistance (Waiting List Request), and when final eligibility is being determined (Long Application), landlord shall conduct a search of public records to determine whether the applicant or any proposed tenant has been engaged in, arrested and/or convicted of any crime.

Drug or Criminal Activity Subject to Denial/Termination

Drug-related or Criminal Activity – Subject to Denial/Termination Violation	Waiting Period (beginning with the most recent incident date)
Arson I	10 years
Arson II	7 years
Assault II	7 years
Assault III	5 years
Assault IV/Domestic Violence (single minor offense)	Eligible
Assault IV/Domestic Violence (serious or multiple offenses)	3 years
Assault IV (domestic violence while a program participant in any SHA administered program)	5 years
Assault of a Public Safety Officer	5 years
Attempted Homicide	10 years
Burglary I or II	3 years
Criminally Negligent Homicide (Class C Felony)	7 years
Drug sale or distribution	7 years
Drug manufacturing - all drugs except for methamphetamine	10 years
Drug manufacturing - methamphetamine only (conviction)	Ineligible for life
Drug use/possession during the previous 18 months (may be waived with treatment certificate) of marijuana including holders of Oregon Medical Marijuana card	3 years
Drug use/possession during the previous 18 months (may be waived with treatment certification) for any drug other than the use/possession of marijuana	5 years
Felon in possession of a firearm	10 years

Forgery	3 years
Harassment/menacing (review the aspects of the case) Class A Class B	3 years 1 year
Identity Theft (Convictions)	5 years
Kidnapping I	10 years
Kidnapping II (custodial interference)	5 years
Maintaining; endangering the welfare of a minor	3 years
Manufacturing Methamphetamine – Conviction	Ineligible for life
Manslaughter - 1 <sup>st</sup> degree (Class A felony)	15 years
Manslaughter - 2 <sup>nd</sup> degree (Class B felony)	10 years
Murder/aggravated murder	Ineligible for life
Pattern of Alcohol abuse	3 years
Requirement to Register as a sex offender	Ineligible for life
Robbery	7 years
Sex Crimes that do not require registration as a sex offender	5 years
Stalking	3 years
Theft I - (Basic Rule - "take"- wrongfully obtain control or exert unauthorized control over + value over \$1,500)	3 years
Theft II and III - (Basic Rule - "take"- wrongfully obtain control or exert unauthorized control over). Multiple convictions in a 12 month period prior to eligibility determination. Denial is for one year from date of last conviction.	1 year
Theft of services (assistance received due to misrepresentation of income or deductions) from any social service agency	3 years
Theft of services (assistance received due to misrepresentation of income or deductions) from SHA or any other Federally assisted housing program. Under \$4,999 \$5,000 - \$7,499 \$7,500 - \$9,999 \$10,000 +	3 years 4 years 5 years 10 years
Threatening or violent behavior against an employee of a housing authority	Ineligible for life

The number of years that a family or individual is ineligible is based on the criteria set above and is not cumulative. For example, someone arrested for distribution of drugs and Assault III would be ineligible for 7 years from the most recent incident date, not a combination of the two. Tenant/applicant shall provide, upon request, proof of criminal activity-free record from Salem Police Department

## **Additional screening criteria**

The following situations are grounds for denying housing placement to applicant households, or may be grounds for terminating tenancy:

- A family member has committed a drug/violent criminal activity per the Drug/Violent Criminal Activity Chart cited previously.
- An applicant or participant household has provided incomplete, inaccurate or false information.
- An applicant or participant who is using an unauthorized and/or invalid social security number.
- An applicant or participant has not signed all release forms required by SHA.
- An application fails to disclose a criminal activity for any household member on the application, and public record indicates otherwise.
- If screening indicates that additional deposits will be required in more than one category (denied income, rental history, credit history and criminal arrests/convictions), the applicant will be denied.

## **Maintaining the Waiting List**

It is the intention of the Authority to leave the waiting list open. The waiting list may be closed when it is determined that there is an adequate supply of applicants on the list to cover placements in a twelve month period. When waiting lists are open, applications will be accepted from all those who are apparently eligible.

The pool of active applications shall be kept current by applicants reporting any changes in eligibility and by withdrawing applications when applicants fail to respond to the Housing Authority's requests to verify eligibility or other correspondence directed to the applicant from the Housing Authority. Such correspondence shall state that if the applicant does not respond within a given period of time, the Housing Authority's intent is to withdraw the application.

Each application shall reflect the date and time received and will be placed on a computerized waiting list.

If during the applicant's interview it is determined that the applicant is ineligible, the applicant will be so informed and the application will be classified as ineligible. In such instances, sufficient information is to be retained in the files to establish ineligibility.

## **Selecting Tenants from Waiting List**

Applicants will be selected in date and time order of application, with the following gross income limit guidelines:

- Duplex units (4 bedroom units) – gross annual income cannot exceed 80% of median income.
- Triplex units (3 bedroom units) - gross annual income cannot exceed 50% of median income.
- Hawthorne House unit (2 bedroom unit) - gross annual income cannot exceed 80% of median income.

If an applicant rejects the offer of a unit for which they are eligible, the applicant's name will be removed from the active waiting list and the applicant will be notified of the need to submit a new application for placement on the waiting list.

### **SECTION 3. INCLUDED/EXCLUDED INCOME**

Income and assets will be determined per 24 CFR Part 5; HUD Handbook 4350.3 Rev. 1 Change 3; and the HUD Technical Assistance Guide for Determining Income and Allowances for the HOME Program.

#### **Calculating Annual Income**

When analyzing income, year to date income must be considered and compared to the wage/salary calculation. When annualizing year to date income SHA will round the number of weeks to a whole week depending on what the result is when the decimal point is carried out one point (e.g. 13.47 would round to 13 weeks; 13.50 would round to 14 weeks).

SHA will count the highest amount of income possible, unless the household is determined to be over the applicable income limit. At that point, SHA will analyze each source of income and determine if a lesser amount is more accurate. SHA will follow up with the applicable third party source in order to make this determination.

Income that can not be anticipated for a full 12 months (such as unemployment compensation) will be calculated assuming the current circumstances will last a full 12 months unless there is a foreseeable change in the future that would cause the income calculation to be greater.

#### **Mandatory Earned Income Disregard (TRIPLEX units only)**

Mandatory Earned Income Disregard is applicable for annual recertification only. It is not applicable to initial placements.

If a disabled household member becomes employed, SHA will determine if the Mandatory Earned Income Disregard applies; per Chapter 3 of the HUD Technical Assistance Guide for Determining Income and Allowances for the HOME Program.

## **SECTION 4. VERIFICATION OF FAMILY COMPOSITION AND INCOME**

### **Picture Identification for all Household Members Age 18 and Above**

All heads of household and/or spouse, and household members aged 18 and above will be required to provide picture identification.

- Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.
- If head of household and/or spouse, or household member who is age 18 and above is unable to provide picture identification, two other forms of identification will be required in lieu of the picture identification. SHA will determine if the identification provided is acceptable.
- Other forms of acceptable identification may include, but are not limited to: birth certificate, social security card, and insurance identification card.

### **Identification of All Other Household Members**

All other household members are required to provide a form of identification which may include, but are not limited to: birth certificate, valid proof of social security number, insurance identification card, immunization card, or school record.

### **Valid/Assigned Social Security Numbers**

All family members must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing or terminate the lease of the family at their next schedule annual recertification beginning with annual recertification's effective September 1, 2007.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information.

SHA will not add an individual to an existing household if they are unable to disclose and verify a valid/assigned social security number.

### **Estrangements/Separations**

If an applicant states that he/she is married but is estranged from or in the process of a separation from his/her spouse, tenant must complete management's estrangement/separation certification in order to prove the spouse will not be residing in the unit.

## **Live-in Aide**

In order to determine a household member's need for a live-in aide, SHA must obtain third-party verification, in the format required by SHA, from a healthcare professional that confirms that the live-in aide is:

- Essential to the care and well being of the household member;
- In no way obligated to support the household member, and
- Is only in the unit to provide supportive services to the tenant.

Once third-party verification has been received establishing the need for as live-in care provider, SHA will:

- Conduct a background screening for the individual intending to be the live-in care provider to ensure there is no criminal history that would prohibit them from being on the property and/or in the unit; and
- Have the live-in care provider sign a self-affidavit, in a format required by SHA, declaring that he/she understand they have no rights to the unit, that they must follow the rules established within the lease signed by the resident household, and that the live-in aide will vacate the unit if the tenant no longer requires supportive services or moves out of the unit.

SHA will not:

- Consider the live-in aide's income with that of the household's annual income;
- Have the live-in aide sign the lease agreement, or
- Include the live-in aide on the Tax Credit TIC and/or HOME TIC (if applicable).

Note: The children or other family members of a live-in aide's households are not allowed to reside in the unit.

## **Verification of Income/Assets**

All cases involving third-party verification of income, verification must be received prior to the execution of Lease Agreement and/or HOME TIC (TRIPLEX units only) and the actual move-in; interim and/or annual recertification effective date. Faxed verifications will be accepted as long as the verifiable source receives and re-submits the fax.

For all actions requiring third party verification – the following applies:

Effective term of verifications for determining initial and on-going eligibility is valid for 120 days prior to the effective date. After this time, a new verification must be obtained.

Attempt must be made to obtain written third party verification. Verifications requests must be sent and/or faxed directly to and returned by the third-party source. If faxed, facsimiles should clearly show a header or footer indicating from where it originated and from where it was returned. Verifications will be dated stamped in upon their receipt by management.

Verbal verifications are only acceptable to clarify information already provided on the written documentation. Any other use of verbal verification is not acceptable. If written verification can not be obtained, management will consider the household ineligible unless eligibility can be established through appropriate documentation.

Verifications must never be altered. Whiteout should never be used. If verifications received from the third party source contains whiteout a follow up call to the third party source is required to document why the verification form was altered.

When a verification needs clarification, a clarification memo will be placed in the file which includes the information clarified; the name; signature and date of the staff member obtaining the clarification as well as the name of the person providing the requested clarification, their title, phone # and the date and time of the call.

### Assets

HOME units (TRIPLEX units only): All assets must be verified through third-party sources, regardless of the dollar amount.

DUPLEX/HAWTHORNE HOUSE: Assets totaling \$5,000 or more must be verified through third-party sources. Assets totaling under \$5,000, and the income received from the asset(s) can be self-certified by completing an Under \$5,000 Asset Certification Form. Households, who declare they have no assets, are no required to complete the above mentioned form.

### Bank Accounts (checkings, savings, etc.)

- Verification of assets completed by the bank where held;
- Copies of bank statements. For checking accounts, applicant/tenant must provide the most recent six months of statements to get the average six-month balance. For savings accounts, applicant/tenant must provide the most recent bank statement.

### Trust Funds

- A letter from the trust administrator or representative;
- A copy of the most current fund statement

### Personal Property Held as an Investment

- A copy of a current appraisal of value.

### Real Estate

- Copy of the most current tax assessment or statement from a real estate broker;
- If under a contract of sale, a copy of the contract;
- For the outstanding loan balance, a payoff statement from the mortgage holder

### Stocks, bonds, etc.

- Copy of the most current account statement from a brokerage firm; or
- A statement from a brokerage account representative.

### Retirement and Pension Funds

- Copy of the most current account statement showing the ownership (vesting) percentage; or
- Copy of the most current benefit statement

### Whole Life or Universal Life Insurance Policy

- Copy of the most current statement of cash value; or
- Statement from the insurance company as to the value of the policy.

### Mortgage or Deed of Trust

- A copy of an amortization schedule relating to the specific term and interest rate of the mortgage.

## **Acceptable Verifications**

### Employment Income

- Employment verification form completed by the employer or a statement from the employer on company letterhead (which must include the anticipated income for the following 12 months); or
- If management is able to document management is unable to obtain the above; management will accept six of the most current pay stubs from the employer showing gross income per pay period and frequency of pay, unless tenant is able to verify that their employment started within the six most current pay stub period; or
- A copy of the most recent income tax return signed by the applicant/tenant or copies of Form W-2 providing the amount of income, including income from tips and other gratuities, supported by current check stubs from the employer.

### Self-Employment

- Accountant's or bookkeeper's statement of net income (if the accountant or bookkeeper is not the business owner) and a statement from the business owner regarding anticipated income;
- Financial statement(s) of the business along with an affidavit or notarized statement from the applicant forecasting the anticipated income for the 12 months following certification; or
- The prior year's income tax return (Schedule C and 1069 and 1040 or K-1) along with a statement from the applicant/tenant forecasting the anticipated income for the 12 months following certification.

### Social Security, pensions, supplemental security income (SSI), Disability Income

- A benefit verification form completed by the agency providing the benefits;
- An award or benefit notification letter prepared by the authorizing agency. (Note: copies of checks, bank statements reflecting automatic deposits or deposit slips are not acceptable forms of verification.
- Note: If the Social Security Administration or other plan provider has published a Cost of Living Adjustment (COLA), the increase will be included as appropriate.

### Unemployment

- A verification form completed by the employment compensation agency, or
- Records from the unemployment agency stating payment dates and amounts.
- Note: The weekly benefit amount should be multiplied by 52 weeks regardless of how many weeks the applicant/tenant is entitled to collect unless there is an imminent change.

### Alimony/Child Support

- Alimony or child support that is court ordered or otherwise supported by a written document must be included as income unless:
- The receipt of the child support or alimony certifies the funds are not being received and are not expected to be receiving during the certification period; and
- Reasonable efforts have been made to collect the amount due, including filing with courts or agencies responsible for enforcing payments.

### Documentation of Alimony/Child Support

- A copy of a separation or settlement agreement, a divorce decree or verification from a clerk of the court stating the amount and type of support payment schedule;
- A printout or statement from the Support Enforcement Agency (for child support verification) addressing support for all children in the household;
- An affidavit from the person paying support;
- A copy of the most recent check and documentation regarding the frequency of payments;
- As a last alternative, the applicants/tenants statement or affidavit of the amount being received. The file should include a detailed explanation of why none of the alternatives listed above could be provided.

### Recurring Contributions to the Household

- A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts.
- A letter from the bank, attorney, or trustee providing the necessary information; or
- A statement from the applicant/tenant providing the necessary information. The statement must include an explanation detailing why neither of the alternatives listed above could be obtained.

### Unemployed Applicant/Tenant

- The unearned income of unemployed applicants/tenants receiving regular income from any source, such as Social Security, pensions, recurring gifts, etc must be verified as described previously.
- Additionally, if the applicant/tenant indicates that they have no earned income, or is currently unemployed and claiming zero income, or is unemployed but anticipates beginning work within the next 12 months; the applicant/tenant must complete an Unemployed Affidavit.

### Student Income

All educational assistance of part-time or full-time adult students is considered income for the purpose of determining eligibility, with the exception to the following:

- Part-time or full-time students 24 years of age or older with a dependent child (count NO portion of educational assistance);
- Student loads are excluded from income;

- o Exclude the cost of tuition. The cost of tuition is determined by the school (books are not included as a cost of tuition).

Unearned income being received by a full-time student (such as TANF, Social Security, Unemployment Benefits, etc) is included with the household income in its entirety.

Earned income of full-time students 18 years of age or older who are not the head; spouse or co-head is excluded to the extent that it exceeds \$480 annually.

### **SECTION 5. OCCUPANCY STANDARDS**

Each unit is intended for single-Family occupancy and is to be occupied according to the following occupancy standards:

The number of persons allowed per unit is in accordance with the following occupancy standards:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
2	2	5
3	3	7
4	4	9

The Property Management Supervisor will consider a family's request for an exception to the occupancy standards based on special circumstances such as, but not limited to:

- o Spouses who because of verified medical reason cannot share a bedroom;
- o An elderly, handicapped, or disabled person who requires a live-in attendant (per verification); and/or
- o Additional generations (for example, family consists of mother, father, two children and grandmother).

### **SECTION 6. LEASING A UNIT**

A Rental Agreement is to be entered into between this Authority and each Tenant Family. The Rental Agreement reflects the conditions governing occupancy.

#### **Execution of Rental Agreement**

All Family members are required to execute a Rental Agreement, in duplicate, prior to actual admission. The copy is to be given to the Tenant and the original retained by the Authority.

If at any time during the life of the Rental Agreement, any change in the Tenant's status results in the need to change or amend any provisions of the Agreement, or if this

Authority desires to waive any provisions with respect to the Tenant, (1) the existing Agreement is to be canceled and a new Agreement executed; or (2) an appropriate rider is to be prepared and made a part of the existing Agreement.

The initial lease term will be for a minimum 12-month term.

### **Cancellation of Rental Agreement**

Cancellation of a Tenant's Rental Agreement is to be in accordance with the provisions contained within the Rental Agreement.

## **SECTION 7. EVICTIONS**

Eviictions will be issued within the provisions of the Tenant Lease/Rental Agreement and Oregon state law and/or the HOME Program.

All evictions must be for "good cause." "No cause" evictions are not allowed. Good cause is determined by State or local law, and non-renewal of a lease agreement without "good cause" is prohibited.

## **SECTION 8. SECURITY DEPOSITS**

A refundable security deposit of \$350.00 will be required. If an additional deposit is required per Section 2 of this Policy, the refundable deposit will increase accordingly.

Applicants are required to pay the security deposit on the date of lease signing, unless otherwise arranged by the tenant and Housing Authority.

## **SECTION 9. RENT COLLECTIONS**

SHA will not permit partial rent payments unless an exception is made on a case-by-case basis by Authority personnel. Prepayment of the monthly rent will not be encouraged; however it will be permitted when tenants are to be away from home when their rent is due. Tenants will be requested to mail or take their rent to the Housing Authority office. Rent is to be paid per the tenant lease.

Tenants are asked to pay rent with checks; money orders or cashier's checks.

Rents are due and payable on or before the first of each month per the rental agreement. If the tenant does not pay the full amount of rent by the end of the 5<sup>th</sup> day of the month, SHA may terminate the lease for non-payment of rent.

## **SECTION 10. HOME TENANT INCOME CERTIFICATIONS (TIC) (TRIPLEX UNITS ONLY)**

### **Initial Certifications**

After obtaining; verifying and computing all income and asset information, a HOME Tenant Income Certification (TIC) is prepared and all household members age 18 and

above, and/or all heads of household; spouses and co-heads (regardless of age), and a representative of the Housing Authority are required to sign the TIC before signing the lease, but in no case more than ten (10) days prior to move-in.

### **Annual Recertifications**

All units must be recertified annually on or before the anniversary of the move-in date.

After obtaining; verifying and computing all income and asset information, a HOME Tenant Income Certification (TIC) is prepared and all household members age 18 and above, and/or all heads of household; spouses and co-heads (regardless of age), and a representative of the Housing Authority are required to sign the TIC, any time after all verifications have been collected, but no later than the effective date. In no case can the TIC be signed more than 120 days prior to the effective date.

## **SECTION 11. ANNUAL RECERTIFICATION OF TENANT INCOME**

### **Annual Recertification**

All households must be recertified on an annual basis. The certification is mandatory and the household will be notified by management of the date and time of interview.

SHA will not add an individual age 18 years of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number.

## **SECTION 12. INTERIM REPORTING CHANGES IN FAMILY COMPOSITION**

### **Interims (All Units)**

All changes in family composition must be reported within 14 days of the occurrence.

Additional household members must have prior approval by management, with the exception of additions due to birth.

If adding a new household member results in the household size exceeding the maximum occupancy standard for the units' size, approval may be denied by management.

New household members who are age 18 and over, will be required to complete an application and pay all applicable screening fees.

New household members who are under the age of 18, are also subject to prior approval by management, however, if approved there is no requirement for an interim income interview.

## **SECTION 13. INSPECTIONS**

### **Periodic Inspections**

SHA will inspect each unit annually and at other times necessary to ensure that the tenant is meeting the obligation to maintain the unit. SHA conducts inspections using the Uniform Physical Conditions Standards established by the Housing and Urban Development Department (HUD).

### **Inventory**

The Authority will inventory the appliances and mechanical equipment. Units will not be released for occupancy initially until all equipment has been checked to ensure it is properly installed and operating correctly.

### **Painting**

The interior of the apartment will be painted as needed.

### **Tenant's Responsibility to Maintain Dwelling**

Tenants will be asked to report major and/or minor repair needs to SHA by calling the maintenance section during office hours. An after-hours telephone number will be made available to tenants.

Maintenance charges for tenant-caused damages due to accident, carelessness or neglect will be made in accordance with SHA's Schedule of Maintenance Charges. Payment for Maintenance repairs will be due in full 30 days after the billing date.

## **SECTION 14. SMOKING**

Smoking is prohibited effective 9/14/2010 for new admissions and effective 11/1/2010 or at the end of the initial lease term, whichever is later.

This policy applies to all residents, guests, visitors, service personnel and employees.

Smoking is allowed only in those areas established and designated as smoking areas by Management. Cigarettes are to be disposed of in cigarette disposal receptacles.

### **Enforcement Plan**

1<sup>st</sup> violation - verbal warning followed by smoking cessation materials

2<sup>nd</sup> violation - written warning letter with smoking cessation materials

3<sup>rd</sup> violation - 30 day termination notice with 14 day option to remedy

4<sup>th</sup> violation - 10 day termination notice

Tenants who do not abide by the No Smoking policy will be in violation of their lease and SHA will take steps to terminate the lease.

## **SECTION 15. APPLICANT/TENANT MISREPRESENTATION/FRAUD**

Any Family the Housing Authority determines to have misrepresented Family Income, assets, composition, assignment of invalid/unauthorized social security numbers or to have failed to report a change in Family composition, will be required to attend a conference to discuss the misrepresentation/fraud, and will be given one week following the scheduled conference to correct the misrepresentation/fraud.

If a Family, upon review of the corrected information, is determined to have been ineligible at the time of initial placement, the Housing Authority shall notify the Family that they are ineligible and that they must vacate the unit.

Any Family may be declared ineligible for any future assistance if that Family: 1) fails to attend the conference, or 2) fails to correct, to the satisfaction of the Authority, the misrepresentation/fraud within one week of the conference.

## **SECTION 16. DENIAL OF APPLICATION AND TERMINATION OF TENANCY**

SHA may deny an application, deny participation, and decline to enter into a Lease, or take steps to terminate tenancy in the following cases:

Households with outstanding balances, owed to the Salem Housing Authority (SHA) in connection with any SHA administered housing program/project may apply for placement on the waiting list, however, all balances must either be paid in full prior to being placed in a program/unit, or applicant must be current with an agreed upon repayment agreement.

If a household's name comes to the top of the waiting list and it is determined that they have an outstanding balance with SHA, they will be notified of the amount owing and will be given ten (10) calendar days from the date of notification to make payment in full, or verify that they are current with their agreed upon repayment agreement. If payment is not made in full or if the applicant is not current with their agreed upon repayment agreement, the household will be denied and their application will be removed from the waiting list.

If the applicant or participant household has committed any fraud in connection with any federal housing assistance program, an application shall not be accepted and/or steps will be taken to terminate tenancy.

If an applicant household provides incomplete, inaccurate or falsified information, SHA may deny placing the applicant's name on the waiting list, as well as being grounds for subsequent termination of tenancy upon later determination of information being falsified. If a participant provides incomplete, inaccurate or falsified information, SHA may take appropriate steps to terminate tenancy.

If an applicant or participant household fails to disclose and verify assigned social security numbers, their application will not be accepted.

All family members must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information.

SHA will not add an individual age 18 year of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number

If an applicant or participant fails to sign all release forms required by SHA, their application may not be accepted.

Any material violation of the rental agreement is grounds for termination of the tenancy.

Failure to comply with the annual recertification requirements is grounds for termination of tenancy.

## **SECTION 17. 504 COMPLIANCE**

Common spaces are accessible and reasonable alterations will be made to the unit to meet the UFAS Standard as required by Section 504.

## **SECTION 18. DEFINITION OF TERMS**

### Annual Income

Gross income anticipated to be received by the Family during the 12 months following the effective date of admission or recertification of annual income.

### Applicant

A single person and/or spouse who has applied for placement and who has not yet been placed into a unit, nor signed a Rental Agreement.

### Approved Transfers

Approved transfers will be transferred without being placed on the waiting list.

### Contract Rent

The total amount of rent specified in the Rental Agreement to be paid by the Tenant Family to the Housing Authority of Salem.

### Covered Person

A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

### Domestic Partnership

A relationship between two people who are each at least 18 years of age; are each unmarried; are each other's sole domestic partner and intent to remain so indefinitely; are not related by blood closer than would bar marriage in the State of Oregon; are residing together, sharing the common necessities of life, and are responsible for each other's common welfare; and have registered, certified, or affirmed their relationship with any jurisdiction in the United States which has a domestic partnership or civil union registry, or with the State of Oregon's Public Employees Benefits Board.

### Drug

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

### Drug-related Criminal Activity

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug (21 U.S.C. 802)

### Eligible Applicant

A family that meets income eligibility and reference criteria.

### Family

Family is defined as:

Two or more persons sharing residency whose income and resources are available to meet the Family's needs and who are related by blood, marriage, or operation of the law, or have evidenced a stable Family relationship.

### Gender identity

A person's actual or perceived sex, including a person's identity, appearance, expression, or behavior with respect to actual or perceived sex, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth

### Guest

A guest/visitor is defined as 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.

Tenants have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near the premises.

A guest may remain in an assisted unit no longer than 14 consecutive days or a total of 14 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (i.e., care of a relative recovering from a medical procedure expected to last more than 14 consecutive calendar and/or cumulative days in a 12 month period).

An exception will not be made unless the family can identify and provide documentation to the satisfaction of SHA, of the residence to which the guest will return.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

Guests who stay in an assisted unit for more than 10 hours at any time within a 24-hour period, use the amenities of the unit for any purpose, i.e. using the bathroom, taking showers, using laundry facilities, storing clothes, or using the unit for a mailing address will be considered an unauthorized occupant, which constitutes violation of the lease. This includes guests who stay in an assisted unit only on weekends.

SHA will review the following types of documentation to help in its determination of a visitor's status:

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors, Police and/or any other reliable source will be considered in making the determination.

Use of the unit address as the visitor's current residence for any reason shall be construed as their primary place of residence.

The burden of proof that the individual is not a guest rests entirely on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and SHA may take lease enforcement action.

### Identification

Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification. Other acceptable forms of identification may include, but are not limited to: birth certificate, social security number, insurance identification card.

### Live-In Aide

A person who resides with an elderly person or disabled person and who:

- Is determined to be essential to the care and well-being of the person.
- Is not obligated for the support of the person.
- Would not be living in the unit except to provide necessary supportive services.

### Other person under the tenants control

Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;

Is a short-term invitee who is only under the tenant's control during the period of the invitation and is on the premises because of that invitation; and

Would be limited by the brevity of the visit and would not extend to activity off the public housing premises

### Participant

A Family becomes a participant when the Housing Authority executes a Rental Agreement with the Tenant Family.

### Premises

Defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

### Sexual orientation

A person's actual or perceived heterosexuality, homosexuality, or bisexuality.

### Source of Income

Refers to the means by which a person supports himself or herself as his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, court-ordered payments, gifts, bequests, annuities, life insurance policies, and compensation for illness or injury; but excluding any money or property derived in a manner made illegal or criminal by any law, statute or ordinance.

Very-Low Income Family

A Family whose Annual Income does not exceed 50% of the median income for the area as determined by HUD.

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