

TENANT SELECTION PLAN

ENGLEWOOD EAST

Owned by: Teton Non-Profit Housing, Inc.

Managed by: Housing Authority of the City of Salem

REVISED: August 1, 2009

SECTION I - STATEMENT OF OVERALL APPROACH AND OBJECTIVE IN ADMINISTERING ENGLEWOOD EAST _____	5
A. General Areas of Management Responsibilities Requiring Owner Consultation _____	5
B. General Areas of Management Responsibilities Not Requiring Owner Consultation _____	5
SECTION II - MARKETING _____	6
A. Statement of Non-discrimination _____	6
B. Affirmative Marketing Practices _____	6
C. Closing and Opening the Waiting List _____	6
1. Closing the waiting list _____	6
2. Opening the waiting list _____	6
SECTION III - RECEIPT OF WAITING LIST REQUESTS (PRE-APPLICATIONS): VERIFICATION OF INCOME _____	6
A. Applicants requesting to be placed on waiting list _____	7
B. Removing names from the waiting list _____	7
C. Reinstating applicants to the waiting list _____	8
SECTION IV - COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF TENANTS _____	9
A. Completion of Applications _____	9
B. Determination of Eligibility _____	9
1. Eligibility Definition _____	9
2. Determining Eligibility of a Remaining Family Member _____	9
3. Income Eligibility _____	10
4. Disclosure of Social Security Numbers. _____	11
Required Documentation _____	11
5. Forms requiring signature _____	12
6. Other requirements _____	12
7. References _____	13
8. Applicants that owe money to the Authority _____	13
9. Denial of Eligibility _____	13
10. Verification of Citizenship/Eligible Immigrant Status _____	16
Failure to Provide. _____	16
Time of Verification. _____	16
Extensions of Time to Provide Documents _____	17
Change in Status _____	17
Required Documentation of Citizenship/Immigration Status _____	17
Prohibition against Delay of Assistance _____	18
Verifying Information Immigration Status _____	18
Appealing Determination of Ineligibility _____	19
Mixed Families _____	19
Continued Assistance _____	20
Prorated Assistance _____	20
Prohibition of Assistance to Non-citizen Students _____	20
False or Incomplete Information _____	21

11. Verification of Eligibility of a Student	21
C. Selection of Tenants	21
1. Some families will be assisted without being placed on the waiting list	21
Required transfers	22
Unit Transfers Due to a Change in Family Composition	22
Reasonable Accommodations	22
Reasonable Accommodations - Key Principles	23
Reasonable Accommodation - Property Operations	23
Reasonable Accommodation - Physical Alterations	23
Limits on Obligations to Provide Reasonable Accommodation	23
Assistance Animals as a Reasonable Accommodation	24
SHA and Tenant Responsibilities when Tenant Modifies Unit in Accordance with the Fair Housing Act	24
SECTION V - COMPUTATION OF ANNUAL INCOME AND GROSS FAMILY CONTRIBUTION	25
A. Total Tenant Payment	26
SECTION VI - FACTORS TO BE VERIFIED/ACCEPTABLE FORMS OF VERIFICATION	26
SECTION VII - OCCUPANCY STANDARDS	29
A. The number of persons allowed per unit	29
B. Counting family members	29
C. SHA may assign a family to a smaller unit	30
D. SHA may assign a family to a larger unit	30
E. Change in family size after initial occupancy.	31
SECTION VIII - SECURITY DEPOSITS	31
SECTION IX - RECERTIFICATION OF ANNUAL INCOME AND TENANT RENT	31
A. ANNUAL RECERTIFICATIONS	32
Timing of Annual Recertifications	33
Notices to tenants	33
Description of required notices	33
1. Initial Notice	33
2. First Reminder Notice	33
3. Second Reminder Notice	34
4. Third Reminder Notice	34
5. Effective Dates of Changes in Assistance Payment; Total Tenant Payment, and Tenant Rent	34
Late Response/Processing of Recertifications	35
1. Delays in processing due to SHA or third party action	35
2. Delays in processing due to late tenant response.	35
3. Tenant responds after recertification anniversary date. Tenant is out of compliance.	36
Extenuating circumstances when a tenant is out of compliance	37
Extenuating Circumstances	37
Inquiring about extenuating circumstances.	37
Effective date of TTP/tenant rent, assistance, recertification anniversary when extenuating circumstances were present.	37
B. INTERIM RECERTIFICATIONS	38

C. HARDSHIP EXEMPTION _____	41
SECTION X - RENT COLLECTIONS _____	41
SECTION XI - EVICTIONS _____	42
SECTION XII - ACCOUNTING RECORDS _____	43
SECTION XIII - MAINTENANCE AND REPAIR _____	43
SECTION XIV - MAINTENANCE CHARGES TO TENANTS _____	44
SECTION XV - ADJUSTMENT OF UTILITY ALLOWANCE _____	44
SECTION XVI - DENIAL OF ASSISTANCE AND INFORMAL REVIEWS _____	44
Offering and Continuing Assistance _____	45
Events Triggering Denial of Assistance _____	45
Notice of applicant rejection. _____	47
SHA Meetings with Applicants to Discuss Rejection Notices _____	48
SECTION XVII - TERMINATION OF ASSISTANCE _____	48
SECTION XVIII - DEFINITION OF TERMS _____	50
SECTION XXIV - COMPLIANCE WITH 504 ACCESSIBILITY REQUIREMENTS _____	63
EXHIBIT I _____	
HOUSING AUTHORITY OF THE CITY OF SALEM ENGLEWOOD EAST PET POLICY	
HOUSING AUTHORITY OF THE CITY OF SALEM ENGELWOOD EAST ASSISTANCE ANIMAL GUIDE	
EXHIBIT II _____	
INFORMAL REVIEW/HEARING PROCEDURE _____	
EXHIBIT III _____	
FAIR HOUSING / SECTION 504 / AMERICANS WITH DISABILITIES ACT _____	
EXHIBIT IV _____	
APPENDIX 3: ACCEPTABLE FORMS OF VERIFICATION _____	

**SECTION I - STATEMENT OF OVERALL APPROACH AND OBJECTIVE IN ADMINISTERING
ENGLEWOOD EAST**

Teton Non-Profit Housing, Inc. (Teton) has entered into an agreement with the Housing Authority of the City of Salem (Housing Authority), in which the Authority has agreed to manage Englewood East. Englewood East will be managed in the same general manner as those complexes owned and managed by the Housing Authority. With the exception of the resident manager, specific Authority employees will not always be assigned to the project. Rather, several staff, which has a variety of skills in areas ranging from maintenance to tenant services, will be available to the project. The Housing Administrator, who holds the Authority's chief administrative position, will oversee all staff functions and will supervise the section heads that are involved in the management of the project.

A. General Areas of Management Responsibilities Requiring Owner Consultation

In carrying out the management responsibilities for the project, the Housing Authority will consult with Teton prior to:

1. Revising the policies of this tenant selection plan.
2. Submitting end-of-the-year reports.
3. Making expenditures not anticipated in the budget.
4. Making expenditures exceeding \$5,000 except to make emergency repairs needed to preserve the building or property or the safety of the tenants, with the exception of normal, and reoccurring operating expenditures.
5. Taking action that would normally result in a lawsuit.
6. Submitting a request to HUD for a rent increase.
7. Finalizing budgets.

B. General Areas of Management Responsibilities Not Requiring Owner Consultation

The Housing Authority will carry out the management responsibilities in the following areas without consulting the owner:

1. Marketing of the project.
2. Initial lease-up of the property and filling of vacancies.
3. Implementation of procedures to carry out all policies.
4. Rent, security deposits and charges collection.
5. Enforcement of lease agreements.
6. Routine maintenance.
7. Preparation of vacant units for re-rental.
8. Emergency repairs.
9. Hiring and supervision of all Authority staff involved in the management of project.
10. Establishment of accounting records.

SECTION II - MARKETING

A. Statement of Non-discrimination

See Exhibit III.

B. Affirmative Marketing Practices

1. The Authority shall use the HUD approved Affirmative Fair Housing Marketing Plan (AFHMP) to conduct outreach for the project.
2. The AFHMP will be reviewed every 5 years and updated as needed to ensure compliance with 24 CFR 200.620.
3. Salem Housing Authority (SHA) will review the demographics of the project area and determine whether advertising efforts need to be targeted to different groups; to ensure outreach is being conducted to those least likely to apply because they are not the predominant racial or ethnic group in the project area.
4. The AFHMP will also be revised when a substantial change takes place or the local Consolidated Plan is updated.
5. Revised AFHMP's will be submitted to HUD for approval.

C. Closing and Opening the Waiting List

It is expected that the waiting list for Englewood East will remain open to new applicants on an ongoing basis. SHA will monitor the vacancies and the waiting list for Englewood East regularly to ensure that there are enough applicants to fill the vacancies. SHA will also monitor the waiting list to make sure that they do not become so long that the wait for a unit becomes excessive.

1. Closing the waiting list

- a. The waiting list may be closed for one or more unit sizes when the average wait is excessive (i.e. one year or more).
- b. When SHA closes the list, SHA will advise potential applicants that the waiting list be closed and refuse to take additional applications.
- c. SHA will publish a notice in a publication(s) likely to be read by potential applicants and the notice will state the reasons for SHA's refusal to accept additional applications.

2. Opening the waiting list

- a. When SHA agrees to accept applications again, SHA will publish a notice in a publication(s) likely to be read by potential applicants in the same manner (if possible, in the same publication(s)) as the notification that the waiting list was closed. The notification will include the rules for applying and the order in which applications will be processed.
- b. Advertisements will include where and when to apply and will conform to the advertising and outreach activities described in the AFHMP.

SECTION III - RECEIPT OF WAITING LIST REQUESTS (PRE-APPLICATIONS): VERIFICATION OF INCOME

Receipt of applications and verifications of income will be completed in accordance with HUD's handbook 4350.3 and Exhibit IV.

A. Applicants requesting to be placed on waiting list

1. Families requesting to have their name placed on the waiting list(s) for any of SHA's programs may do so as follows:
 - a. By written waiting list request;
 - b. TDD line;
 - c. Through an advocate for seniors or persons with disabilities;
 - d. Through an outside agency referral (via partnerships);
 - e. Internet; and/or
 - f. Telephone request.
2. A written waiting list request will be mailed to interested families upon request.
3. The waiting list request process involves two phases. The first is the "initial" request to be placed on the waiting list. This first phase results in the family's placement on the waiting list.

Waiting lists requests are entered into a computerized waiting list, by date and time of waiting list request and/or referral, and are then reviewed for quality control purposes to ensure accuracy. The computerized waiting list request becomes the final record of the request for placement on the list. Original waiting list requests and change in waiting list forms are imaged and become part of the clients' permanent imaged record. The originals are placed in the active tenant file when placed. Applicants are sent a receipt card as an acknowledgement of their name being placed on the waiting lists(s) indicating the date and time the request and/or referral was received and the anticipated waiting period for each program they requested to be placed on the list for. Applicants are instructed to notify SHA of any changes in their household that could affect eligibility, such as, but not limited to, changes in their mailing address, income, and family composition and they are asked to complete a "change in waiting list" form that becomes part of the applicants imaged and/or active tenant file.

5. The second phase is the "final determination of eligibility" (referred to as the long application). The long application takes place when the family reaches the top of the waiting list. At this time SHA ensures that verification of all HUD and SHA eligibility factors is current and/or obtained in order to determine the family's eligibility for placement.
6. Applicants will be placed on all eligible bedroom size waiting lists according to the Occupancy Standards contained in this policy.
 - a. For placement on the small building (8-unit building) waiting list, the head of household, spouse and/or co-head must be a person with disabilities.
 - b. For placement on the large building (42-unit building) waiting list, the head of household, spouse and/or co-head must be age 62 or older.

B. Removing names from the waiting list

1. SHA will document removal of any name from the waiting list with the computer software generating the date and time of the removal.

Applicant names will be removed from the waiting list when:

- a. The applicant no longer meets the eligibility requirements for the property or program;
- b. The applicant fails to respond to written notices (i.e. notices for an eligibility interview; updating their applicant information);

- c. The applicant is offered and rejects two units in the property;
 - d. Mail sent to the applicant's last known address is returned as undeliverable; or
 - e. The unit that is needed, using family size as the basis, changes and no appropriate size unit exists in the property.
- 2. Applicants determined to be ineligible for placement on the waiting list, will be notified in writing of the reason for the denial and will be offered the opportunity for an informal review of the determination.
 - 3. SHA will periodically print out electronic waiting lists to show how the waiting list appeared before and after the removal of name(s).
- C. Reinstating applicants to the waiting list
- 1. If an applicant is removed from the list, and subsequently SHA determines that an error was made in removing the applicant (e.g., the incorrect address was used in sending mail to the applicant), the applicant will be reinstated at their original place on the waiting list.
 - 2. Applicants may also be reinstated to the waiting list with their original place on the waiting list, if requested/verified as a reasonable accommodation.
- D. Priorities on Waiting List

Eligible families will be assisted by date and time of application according to the following priorities:

- a. First, applicants who currently receive a rent subsidy through another program administered by the Authority, and who are required to transfer through no fault of their own. Transfers will be limited to those who are income eligible for placement into Englewood East.
- b. Approved transfers resulting from a reasonable accommodation request. (See reasonable accommodations below).
- c. Current tenants who are required to transfer due to a change in family composition.
- d. All other applicants in date and time order of application.

Handicapped accessible units

If the vacant unit is handicapped accessible, it will be offered in the same order as above, except that the unit will first be offered to applicants requiring the accessibility features of the unit. If there are no applicants on the waiting list who require such features, the unit will be offered to an applicant not having handicaps requiring the accessibility features of the vacant unit.

The Authority may require, at a later date, that the applicant move, at their own expense, to an available non-accessible unit in order to offer the accessible unit to an applicant who requires the features.

**SECTION IV -COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY,
SELECTION OF TENANTS**

A. Completion of Applications

The Authority shall maintain a separate waiting list for Englewood East. Applications shall be taken in accordance with this tenant selection plan and HUD Handbook 4350.3 REV-1.

B. Determination of Project Eligibility

1. Eligibility Definition

To be eligible for placement on the waiting list and into the eight-unit building, the household must meet one of the following:

- a. A person with disabilities per Section XVII; or
- b. A disabled family per Section XVII and
- c. Full or part time students enrolled in an institution of higher education, the following applies:
 1. If a full or part time student is under the age of 24, not a veteran, unmarried, and has no dependent children, the student and the students parents must meet the income eligibility requirements in order to be eligible, even if the parents do not reside with the full or part time student, unless the student can show they meet the criteria for determining independence from parents:
 - (a) The individual must be of legal contract age under state law;
 - (b) The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student;
 - (c) The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
 - (d) The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians or others signed by the individual providing the support. This certification is required even if no assistance will be provided. The financial assistance provided by persons not living in the unit is part of the annual income that must be verified to determine eligibility and at annual rectification to determine rent. *If the student cannot obtain, or the parent refuses to provide this information, the student is not eligible for Section 8 assistance.*
 - (e) If the income of the full-time or part-time student's parent(s) is counted, they must have incomes below 80% of median income in the area in which they reside.
 - d. The student eligibility criteria does not affect full-time students residing with his or her eligible parent(s), nor are high school students, or students who are working towards completion of "secondary education" (i.e. high school equivalency).

To be eligible for placement on the waiting list and into the 42-unit building, the household must meet the definition of Elderly Family per Section XVII. and 1.c. (a) through (d) above also applies when determining eligibility.

2. Determining Eligibility of a Remaining Family Member

If the qualifying person leaves the unit, a determination will be made as to whether the remaining family member of the household will be eligible to receive assistance.

The following basic requirements for eligibility will be met for a person to qualify as a remaining family member of a household:

- a. The individual must be a party to the lease when the family member leaves the unit.
- b. The individual must be of legal contract age under state law.
- c. The remaining family member is defined in Section 202 as the surviving member or members of an elderly family or family with disabilities that was a party to the lease in the assisted unit with the now deceased member of the family at the time of his or her death.
 - 1) The remaining family member, based on the death of the family member, is eligible to remain in the unit but must pay rent based on income. In this case, eligibility of the remaining family member, as defined by the death of the family member, is not reviewed.
 - 2) If the individual who establishes eligibility for the project leaves the unit for any reason other than death, SHA will determine if the individual(s) still residing in the unit meets the eligibility requirements for the project, income and age or disability. If the individual is not eligible for the project, he/she may not receive assistance; however, they may remain in the unit and pay market (contract rent).
- d. If the remaining family member is a full or part time student is under the age of 24, not a veteran, unmarried, and has no dependent children, they and their parent(s) must meet the income eligibility requirements in order to be eligible, even if the parents do not reside with the full or part time student, unless the student can show they meet the criteria for determining independence from their parent(s). If unable to verify that they meet these criteria, they will be given proper notice that their Section 8 assistance has been terminated and they are required to pay the full contract rent.

3. Income Eligibility

At least 40% of applicants placed each fiscal year must have gross annual income at 30% or less of the HUD published median income. The remaining must have gross annual income at 50% or less of the HUD published median income.

The Authority will utilize the income limits published by HUD and will comply with federal regulations.

- a. When determining family size for establishing income eligibility, SHA must include all persons living in the unit except for the following:
 - 1) Live-in aides. See Section XVII for definition of Live-in Aide. A relative may be considered a live-in aide/attendant but must meet the requirement defined in Section XVII. The live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant, and may not qualify for continued occupancy as a remaining family member.
 - 2) Foster children or foster adults. Foster children or foster adults.
 - 3) Guests. See Section XVII for definition of guests.
 - 4) Parent(s). Income of parent(s) must be counted if it is determined that a full or part time student is under the age of 24, not a veteran, unmarried and is dependent on their

parent(s). The parent(s) income must be below 80% of median income where they currently reside in order for the full time or part time student to be eligible.

- b. When determining family size for establishing income eligibility, SHA must include all persons living in the unit, as well as including the following individuals who are not living in the unit:
 - 1) Children temporarily absent due to placement in a foster home;
 - 2) Children in joint custody arrangements who are present in the household 50% or more of the time;
 - 3) Children who are away at school but who live with the family during school recesses;
 - 4) Children who are in the process of being adopted;
 - 5) Temporarily absent family members who are still considered family members. For example, a family member who is working in another state on assignment would be considered temporarily absent;
 - 6) Family members in the hospital or rehabilitation facility for periods of limited for fixed duration;
 - 7) Persons permanently confined to a hospital or nursing home, if the family decides that such persons are included when determining family size for income limits. Note: If such persons are included, they must not be listed as the head, co-head or spouse on the lease or in the data submitted to TRACS but they may be listed as another adult. This is true even when the confined person is the spouse of the person who is or will become the head of household. If the family chooses to include the permanently confined person as a member of the household, SHA must include income received by these persons in calculating family income; and
 - 8) Children expected to reside in the home (i.e. a family member is expecting a baby).
 - 9) Parent(s) of full time or part time students who are determined to be dependent on their parent(s).

4. Disclosure of Social Security Numbers.

- a. The head of household/spouse/co-head must disclose SSN's for all family members at least six years of age and older.
- b. If no SSN has been assigned to a particular family member, the applicant must sign certification stating that no SSN has been assigned.

Required Documentation

1. Applicants must provide documentation of SSN's. See Exhibit IV for a list of acceptable documentation.
2. Provisions for accepting Applicants without documentation of SSN's.
 - a) When an applicant has a SSN but does not have the required documentation, the applicant may submit the SSN and certify that the number is accurate but that acceptable documentation could not be provided.

- b) Individuals who have applied for legalization under the Immigration and Reform Control Act of 1986 will be able to disclose the social security numbers, but unable to supply the cards for documentation. Social Security numbers are assigned to these persons when they apply for amnesty. The cards go to the Department of Homeland Security (DHS) until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from DHS indicating social security numbers have been assigned.
- c) SHA must accept the certification and continue to process the application.
- d) An applicant may not become a participant/tenant unless the applicant submits the required SSN documentation to SHA. The applicant must provide SSN documentation to SHA within 60 days from the date on which the applicant is certified that the documentation was not available.
- e) If SHA has determined that the applicant is otherwise eligible for admission to the property, and the only outstanding verification is that of the SSN, the applicant may retain their place on the waiting list for the 60-day period during which the applicant is trying to obtain documentation.
- f) After 60 days, if the applicant has been unable to supply the required SSN documentation, the applicant will be determined ineligible and removed from the waiting list.
- g) SHA may extend the time period for an additional 60 days if the applicant is at least 62 years of age and unable to submit the requirement documentation with the first 60 day period.

5. Forms requiring signature

- a. All family members age 18 or older must sign an Authorization for Release of Information (HUD forms 9887/9887A) prior to receiving assistance and annually thereafter. If the applicant or tenant, or any adult member of the applicant or tenant's family, does not sign and submit the consent forms as required, SHA must deny assistance and admission to the applicant; or SHA must terminate assistance to the tenant.
- b. All household members age 18 and above are required to sign the 50059, application and lease agreement. Refusal to sign any of the required forms will be grounds for denial of and/or termination of assistance.

6. Other requirements

- a. The unit for which the family is applying must be the family's only residence.
- b. The applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
- c. Only U.S. citizens or eligible non-citizens may receive assistance under Section 202/8 programs.
- d. Applicants claiming disability or handicap, including those who receive Social Security Income (SSI) benefits, must provide verification in a format required by SHA, that the disability and/or handicap meets program eligibility requirements.
- e. All household members age 18 and above will be required to provide:
Picture identification that may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.
- f. All family members under the age of 18 will be required to provide:
Forms of identification including, but not limited to: birth certificate, social security number, school records, or school report card.

7. References

In establishing eligibility, the Housing Authority shall consider whether the conduct of the applicant in present or prior housing has been such as would not be likely to interfere with other tenants in a manner that would materially diminish their enjoyment of the premises by adversely affecting their health, safety or welfare, or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project. Relevant information respecting habits or practices to be considered may include, but is not limited to:

- a. An applicant's past performance in meeting financial obligations especially rent.
- b. A record of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants; and
- c. A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.
- d. An applicant's history, or pattern, of alcohol abuse, to the extent that such abuse adversely affected or may affect the health, safety or welfare of other tenants.

8. Applicants that owe money to the Authority

Applicants that owe money to the Authority (within the most recent 7 years), any other PHA, owner or manager 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 in full or be current with an agreed upon payment agreement, in order to receiving any form of assistance.

If an applicants name comes to the top of the waiting list and it is determined that they owe money to the Authority, any other PHA, owner or manager 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 provide proof of being current with an agreed upon payment agreement. If payment is not made in full or if the payment agreement is not current, the applicant's name will be removed from the waiting list.

9. Denial of Eligibility

- a. No family member who has committed any fraud in connection with any federally assisted housing program may be admitted.
- b. Drug-related/Violent Criminal activity will be denied/terminated per the chart below:

Drug-related or Criminal Activity – Subject to Denial/Termination Violation	Waiting Period (beginning with the date of most recent incident)
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 Public Housing, Housing Choice Voucher Program or Moderate Rehabilitation Program)	5 years
Assault of a Public Safety Officer	5 years
Attempted Homicide	10 years
Burglary I or II	3 years
Criminal Mischief I or II	5 years
Criminal Mistreatment	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 (may be waived with treatment certificate) of marijuana including holders of Oregon Medical Marijuana card	3 years
Drug use/possession (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	3 years
Class B	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 - 1st degree (Class A felony)	15 years
Manslaughter - 2nd 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 III including shoplifting (multiple convictions of Theft III in a 12 month period)	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 or	

another PHA	3 years
Under \$4,999	5 years
\$5,000 - \$7,499	7 years
\$7,500 - \$9,999	10 years
\$10,000 +	
Use of non-assigned social security number to obtain federal, State, or local housing assistance	5 years
Unlawful use of a weapon	3 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 deemed ineligible is based on the criteria set above and is not cumulative. Meaning, if someone were arrested for distribution of drugs and assault IV they would be ineligible for 7 years (the higher number of years from the distribution of drugs) from the most recent incident date, not a combination of the two crimes.

- c. No family member may have been evicted from federally assisted housing for drug-related criminal activity for five years from the date of the *eviction* to the date of the determination of eligibility. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, SHA may admit the household.
- d. Any family member verified to have ever engaged in or threatened abusive or violent behavior toward Housing Authority personnel shall be permanently denied housing.

“Abusive or violent behavior towards HA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for denial/termination.

- e. SHA may deny admission to an applicant if any family member has been terminated from prior participation in any federally assisted housing program for misrepresentation.
- f. Emancipated minors who have not yet attained age 18 are ineligible.
- g. Assistance shall not be provided to any individual who:
 - Is enrolled as a student at an institution of higher education;
 - Is under the age of 24;
 - Is not a veteran of the United States military;
 - Does not have a dependent child;
 - Is not a person with disabilities, as such term is defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving assistance under such Section 8 as of November 30, 2005; and
 - Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible to receive Section 8 assistance based on income.

Part 327 (b) applies to all individuals enrolled as students at an institution of higher education unless the student is living with his or her parents who are applying for or receiving Section 8 assistance or is a person over the age of 23 with dependent children.

Financial assistance in excess of amounts received for tuition that an individual receives under the Higher Education Act of 1965, from private sources or from an institution of higher education is considered income for that individual, except for persons over the age of 23 with dependent children.

Exception - SHA may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for admission, however any family member who is determined to be the perpetrator in incidents involving domestic violence, dating violence or stalking may be denied.

10. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens, nationals, eligible immigrants or a Citizen of the Republic of the Marshall Islands, Republic of Palau or the Federated States of Micronesia (collectively referred to as the “freely associated states” or “FAS”). Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Department of Homeland Security (DHS). Each family member must declare his/her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while SHA hearing is pending.

- a. Citizens or nationals of the United States are required to sign a declaration under penalty of perjury.
- b. Eligible immigrants who were participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- c. Non-citizens with eligible immigration status (exception: those age 62 and older) must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. SHA verifies the status through the Department of Homeland Security (DHS). If the primary verification fails to verify status, SHA must request within ten days that DHS conduct a manual search
- d. Ineligible family members who do not claim to be citizens, nationals or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Non-citizen students on student visas are ineligible for assistance, as are any non-citizen family members living with the student. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.
- f. A mixed family (i.e. a family with one or more ineligible family members and one or more eligible family members) may receive prorated assistance.

Failure to Provide.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents as required, he/she must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification.

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination prior to move-in. For

participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first regular or interim rectification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents

If the applicant cannot supply the documentation within SHA's specified timeframe, SHA may grant the applicant an extension of not more than 30 days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. Although the extension period may not exceed 30 days, SHA may establish a shorter extension period based on the circumstances of the individual case.

SHA must inform the applicant in writing if an extension request is granted or denied. If the request is granted, the owner must include the new deadline for submitting the documentation. If the request is denied, SHA will state the reasons for the denial in the written response. When granting or rejecting extensions, SHA will treat all applicants consistently.

Change in Status

If the status of a family member, in a mixed family, changes from ineligible to eligible, the family may request an interim (See Section IX)

Required Documentation of Citizenship/Immigration Status

1. SHA must obtain the following documentation for each family member regardless of age:
 - a. From U.S. citizens, a signed declaration of citizenship.
 - b. From non-citizens 62 years and older, a signed declaration of eligible non-citizen status and proof of age.
 - c. From non-citizens under the age of 62 claiming eligible status:
 - (1) A signed declaration of eligible immigration status;
 - (2) A signed consent form; and
 - (3) One of the DHS-approved documents listed below:
 - a) Form 1-551, Alien Registration Receipt Card (for permanent resident aliens).
 - b) Form 1-94, Arrival-Departure Record annotated with one of the following:
 - "Admitted as a Refugee Pursuant to Section 207";
 - "Section 208" or "Asylum";
 - "Section 243(h)" or "Deportation stayed by Attorney General"; or
 - "Paroled Pursuant to Section 212(d)(5) of the INA."
 - c) Form 1-94, Arrival-Departure Record (with no annotation) accompanied by one of the following:
 - A final court decision granting asylum (but only if no appeal is taken);

- A letter from DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application was filed before October 1, 1990);
 - A court decision granting withholding of deportation; or
 - A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
- d) Form I-688, Temporary Resident Card annotated "Section 245A" or "Section 210."
 - e) Form I-668B, Employment Authorization Card annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12."
 - f) A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.
 - g) Form I-151, Alien Registration Receipt Card.
 - h) Other acceptable evidence. If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.
2. A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.
 3. Non-citizens not claiming eligible immigration status may elect to sign a statement that they acknowledge their ineligibility for assistance.

Prohibition against Delay of Assistance

1. SHA may not delay the family's assistance if the family submitted its immigration information in a timely manner but the DHS verification or appeals process has not been completed.
 - a. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has submitted the required documentation in a timely manner, SHA will offer the family a unit and provide full assistance to the family while waiting for the remaining verification/documentation.
 - b. SHA will continue to provide full assistance to such families until information establishing the immigration status of any remaining non-citizen family members has been received and verified.
2. Once SHA has determined the citizenship/immigration status of a family assisted prior to completion of the verification or appeal process, SHA will:
 - a. Provide full assistance to a family that has established the eligibility of all its members;
 - b. Offer continued prorated assistance to a mixed family, or temporary deferral of termination of assistance if the family does not accept the offer of prorated assistance; or
 - c. Offer temporary deferral of termination of assistance to an ineligible family. At the end of the deferral period the family must either pay market rent or vacate the unit.

Verifying Information Immigration Status

SHA is required to verify the validity of documents provided by applicants or tenants. The personal computer method provides automated status verification when the information is contained in the Alien Status Verification Index (ASVI) database. It also automates the paper secondary verification

process, which eliminates in most instances the completion of the paper Form G-845S. If SHA is unable to obtain the results using the automated primary and secondary verification method, SHA will attempt to obtain results using the secondary verification paper process.

1. Primary verification

- a. SHA will conduct primary verification of eligible immigration status only for person claiming eligible immigration status.
- b. SHA will conduct primary verification through the SAVE ASVI data base, DHS automated system.
- c. After accessing the ASIV database, SHA enters the required data fields. The personal computer system will display one of the following messages for immigration status confirmation on the screen:

(1) Lawful Permanent Resident

(2) Temporary Resident

(3) Conditional Resident

(4) Asylee

(5) Refugee

(6) Cuban/Haitian Entrant

(7) Conditional Entrant

2. Secondary verification. If the message "institute secondary verification" is displayed on the screen, the manual verification process must be used.

- a. Within 10 days of SHA receiving an "institute secondary verification" response, SHA will prepare DHS form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the properties jurisdiction.
- b. The DHS will return to SHA a copy of the DHS Form G-845S indicating the results of the automated and manual search

Appealing Determination of Ineligibility

1. SHA must notify the family in writing as soon as possible if the secondary verification process returns a negative result. The family has 30 days from the receipt of the notice to choose which option to follow.
2. The family may appeal SHA's decision directly to the DHS. The family must send a copy of the appeal directly to SHA. The DHS should respond to the appeal within 30 days.
 - a. If the DHS decision results in a positive determination of eligibility, SHA can provide the family with housing assistance.
 - b. If the DHS decision results in a negative determination of eligibility, the family has 30 days to request a hearing with SHA.

Mixed Families

1. A mixed family is one whose members include citizens and eligible immigrants as well as non-citizens without eligible immigration status.

2. Mixed families that were in occupancy and received full assistance prior to the verification of citizenship/immigration status may be eligible for one of three types of assistance:
 - a. Continued assistance if the family was receiving assistance prior to June 19, 1995;
 - b. Prorated assistance; or
 - c. Temporary deferral of termination of assistance.
3. Applicant families that are mixed are eligible only for prorated assistance.

Continued Assistance

1. A mixed family who was receiving assistance on June 19, 1995, is entitled to continue to receive the same level of assistance if the following apply:
 - a. The family head, spouse or co-head was a citizen or had eligible immigration status; and
 - b. The family did not include any members who did not have eligible immigration status, except for the head, spouse, parents of the head of household, parents of the spouse, or children of the head or spouse.
2. Eligibility for continued assistance must have been established prior to November 29, 1996.
3. If after November 29, 1996, anyone is added to a family, including a head of household, spouse, parents of the head of household or spouse, or children of the head of household or spouse, the family is not eligible for continued assistance at the full level, but may receive prorated assistance.

Prorated Assistance

If a family is eligible for prorated assistance and is not receiving assistance, and if the termination of the family's assistance is not temporarily deferred, the amount of assistance the family receives is adjusted based on the number of family members who are eligible, compared with the total number of family members. The prorated assistance is calculated by multiplying a family's full assistance by a fraction.

1. Section 8. For Section 8 assistance programs, the number of eligible people in the family divided by the total number of person in the family determines the fraction. Then, this fraction is multiplied by the full assistance payment. The reduced assistance payment results in a revised tenant rent for the family.

Prohibition of Assistance to Non-citizen Students

Non-citizen students and their non-citizen families may not receive assistance. Non-citizen students are not eligible for continuation of assistance, prorated assistance or temporary deferral of termination of assistance.

1. A non-citizen student is defined as an individual who is as follows:
 - a. A resident of another country to which the individual intends to return;
 - b. A bona fide student pursuing a course of study in the United States; and
 - c. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.
2. This prohibition applies to the non-citizen student's non-citizen spouse and children. However, spouses and children who are citizens may receive assistance. For example, a family that includes a non-citizen student married to a U.S. citizen is a mixed family.

False or Incomplete Information

When SHA has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify his/her citizenship, SHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend his/her status. SHA will then verify eligible status, deny, terminate, or prorate as applicable.

SHA will deny or terminate assistance based on the submission of false information or misrepresentation.

11. Verification of a full or part time student's independence from his or her parents

To verify a student's independence from his or her parents, SHA will take into consideration all of the following:

- a. Verify previous address information to determine evidence of a separate household from parents or verify that the student meets the U.S. Department of Education definition of "independent student".

In order to meet the U.S. Department of Education's definition of "independent student" that is used for Title IV aid, the student must meet one or more of the following criteria:

1. Be at least 24 years old by December 31 of the award year for which aid is sought;
 2. Be an orphan or ward of the court through the age of 18;
 3. Be a veteran of the U.S. Armed Forces;
 4. have legal dependents other than a spouse (for example, dependent children or parent);
 5. Be a graduate; or
 6. Be married.
- b. Review the prior year income tax returns to verify that the student was not claimed on the parents' or legal guardians' tax returns. If SHA verifies that the student meets the U.S. Department of Education's definition of independent student then he or she does not have to review the prior years income tax returns to verify that the student was not claimed on the parents' or legal guardians' tax returns.
 - c. Verify the income provided by the student's parents by requiring a written certification from the individual providing the support. This certification is required even if the parents are not providing any support to the student. *If the student cannot obtain, or the parent refuses to provide this information, the student is not eligible for Section 8 assistance.*

C. Selection of Tenants

The Authority will select applicants to live at Englewood East as follows.

1. Some families will be assisted without being placed on the waiting list

Families with approved transfers within the Salem Housing Authority's program will continue to receive assistance without being placed on the waiting list. Examples of reasons for transferring include, but are not limited to:

A current occupant of another unit in the same project, or comparable project under common control, will be offered an accessible unit if they have a handicap requiring the accessibility features of the vacant unit and they are currently occupying a unit not having such features.

Required transfers

1. Households who no longer meets the definition of Disabled Family for the small building and Elderly Family for the large building will be required to move to a program/unit determined to be of appropriate unit size for the household.
2. If SHA determines that a tenant's current dwelling unit is smaller or larger than appropriate as a result of a change in a tenant's family size or composition, SHA may require the tenant to transfer to another unit.
3. SHA will not reduce or terminate the assistance payment associated with the original unit until the family has been offered a transfer to a unit of appropriate size and has been given sufficient time (no less than 30 days) to move to the new unit.
4. SHA as a reasonable accommodation may approve a transfer to a different unit, if the need to move is verified as being needed due to medical reason or to accommodate a person with a disability.

Unit Transfers Due to a Change in Family Composition

1. Determining whether a unit transfer should occur.

If a tenant reports a change (or if SHA becomes aware of a change) in family composition, SHA will handle as follows:

- a. Determine appropriate unit size. SHA will use the occupancy standards established for the property to determine whether the unit is still the appropriate size for the tenant.
- b. Determine whether a transfer is required. The following considerations determine whether the tenant is required to move:
 - (1) If there is a unit of appropriate size in the property and is it available. If there are appropriate size units available, then a transfer to an appropriate sized unit is required. If a unit of appropriate size is not available, then the tenant will be moved to the most appropriate sized unit. This may include the tenant transferring to another SHA administered program.
 - (2) SHA will determine if there is a market for the size of unit the tenant would be vacating. If the tenant is occupying a unit that is larger than needed and there is no demand for that larger unit, SHA may not have to require the tenant to move from the larger unit until there is demand for that unit size.
 - (3) If the tenant has given a written notice to vacate, SHA need not require the tenant to transfer.

The Authority will make the final determination of transfer eligibility.

Reasonable Accommodations

1. A reasonable accommodation is a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to:
 - a. Participate fully in a program;
 - b. Take advantage of a service;
 - c. Live in a dwelling; or
 - d. Perform a job.
2. Reasonable accommodations include, for example, those that are necessary for a person with disability to use and enjoy a dwelling.

3. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Reasonable Accommodations - Key Principles

1. When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, SHA will provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the provider's operation.
2. If providing such accommodation(s) would result in an undue financial and administrative burden, SHA must take any other action that would not result in an undue burden.
3. If SHA refuses a requested accommodation because it is not reasonable, the provider should engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's disability-related needs. If an alternative accommodation would meet the individual's needs and is reasonable, the provider must grant it.
4. Under both Section 504 and the Fair Housing Act, a tenant or applicant for housing makes a reasonable accommodation request whenever he or she makes it clear to SHA that a request is being made for an exception, change, or adjustment to a rule, policy, practice, service, or physical structure because of his or her disability. A request can be made by the person with the disability, a family member or someone else acting on the individual's behalf.
5. All requests are to be in writing. If the individual with a disability requires assistance in providing a written reasonable accommodation request, HA will assist the individual with the request.
6. SHA will provide prompt responses to reasonable accommodation requests.

Reasonable Accommodation - Property Operations

SHA will make reasonable adjustments to their rules, policies, practices, and procedures in order to enable an applicant or tenant with a disability to have an equal opportunity to use and enjoy the unit and the common areas of a dwelling, or to participate in or have access to other activities conducted or sponsored by SHA.

Reasonable Accommodation - Physical Alterations

1. Generally, SHA will make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation based on a request by a tenant or applicant with a disability.

Note: Alterations and structural changes must be made in conformance with HUD Handbook 4350.3, Chapter 2, Section 3.

2. IF SHA provides a reasonable accommodation by making a requested structural modification to a unit, it does not automatically count as a fully accessible unit, unless the modifications meet UFAS standard for an accessible unit.

Limits on Obligations to Provide Reasonable Accommodation

1. Fundamental alteration. SHA is not required to take any action that would result in a fundamental alteration in the nature of the program. A fundamental alteration is a change so significant that it alters the essential nature of SHA's operation.
2. Undue Financial and Administrative Burden. The determination of undue financial and administrative burden will be made on a case-by-case basis, involving various factors, such as the

cost of the reasonable accommodation, the financial resources of the provider, the benefits the accommodation would provide to the requester, and the availability of alternative accommodations that would adequately meet the requesters disability related needed.

3. SHA is not required to make structural changes that would impose an undue financial and administrative burden, even if alternatives to making housing programs or activities readily accessible to and usable by persons with disabilities are not effective.
4. When a request for a reasonable accommodation will result in an undue financial and administrative burden, SHA must provide all other needed accommodations up to the point at which further accommodations would result in an undue financial and administrative burden.

Assistance Animals as a Reasonable Accommodation

1. Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals", "assistance animals", "support animals," or "therapy animals" perform many disability-related functions, including but not limited to guiding individuals who are blind or have low visions, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability related need for such support.
2. SHA will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Others are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the disability-related assistance or provides the disability-related benefit by the person with the disability.
3. SHA's refusal to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:
 - a. The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
 - b. The animal would cause substantial physical damage to the property of others,
 - c. The presence of the assistance animal would pose an undue financial and administrative burden to SHA, or
 - d. The presence of the assistance animal would fundamentally alter the nature of SHA's services.
4. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.
5. SHA will not require an applicant or tenant to pay a fee or a security deposit as a condition of allowing the applicant or tenant to keep the assistance animal. However, if the individual's assistance animal causes damage to the appellant's unit or the common areas of the dwelling, at that time, SHA may charge the individual for the cost of repairing the damage.

SHA and Tenant Responsibilities when Tenant Modifies Unit in Accordance with the Fair Housing Act

1. SHA will permit the modifications if they are reasonable and may be necessary to afford a person with a disability full enjoyment of the premises.
2. SHA may require the tenant to restore the interior of the premises to the state that existed before the modification, reasonable wear and tear excepted unless it is determined that the modification

benefits the property or is needed by another tenant. The decision to require that the tenant restore the unit; or allow modifications to remain will be determined on a case-by-case basis solely at the discretion of SHA.

3. SHA will not require any increased security deposits for persons with disabilities. However, where it is necessary in order to ensure that funds will be available to pay for restorations at the end of tenancy, SHA may negotiate as part of a restoration agreement, a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest of such an account will accrue to the benefit of the tenant.
 4. SHA may condition permission for a modification on the tenant providing reasonable assurances that the work will be done in a skillful manner and that any required building permits will be obtained.
3. Gross annual income

Gross annual income for at least 40% of new admissions each fiscal year shall not exceed the extremely low-income limit, defined as 30% of the area median income as published by HUD. The remaining new admissions must meet income limits below the very-low income limit, defined as 50% of the area median income limit as published by HUD).

- a. SHA will monitor this requirement on a regular basis (i.e. at least monthly), and anytime that SHA has not met the 40% requirement, SHA will skip over families whose incomes have been verified to be with incomes higher than 30% of the applicable area median income, so it can place units with families having incomes at or below 30% of the median income until the 40% requirement has been met.

If the unit has not been placed with a family at or below 30% of the median income limit, by the time it has been made ready for re-rental, the unit may be placed by a family whose income is higher than 30% and lower than 50% of the median income.

SECTION V - COMPUTATION OF ANNUAL INCOME AND GROSS FAMILY CONTRIBUTION

The Housing Authority shall compute the annual income and gross family contribution of applicants in accordance with HUD Handbook 4350.3. REV-1. Change 2. Note: HUD's definition of income for program eligibility calculations has been changed in 24 CFR Part 5 to state that financial aid is now included income, however HUD Handbook 4350.3 REV-1 Change 2 has not been revised as of the effective date of this plan revision to include this change. All financial aid received by all part time or full time adult students, as determined by the criteria below must be included in determining annual income, unless:

1. The financial aid is received by a full-time student either residing in a Section 8 unit with their eligible parents, or applying with their parents for section 8 assistance; or
2. The financial aid is received by an individual over the age of 23, enrolled in college part-time or full-time, who has a dependent or dependents.
3. Financial aid includes not only federal financial aid and work-study awards, but also private grants, scholarships, stipends, work-study, and all assistance provided by private parties' conditional to the student status. Loans to students are still excluded income.
4. Before including financial aid in determining income eligibility, the cost of tuition only will be deducted from the total. The institution of higher learning establishes the cost of tuition, which may or may not include additional fees or charges. The institution will be required to supply the total cost of tuition after which SHA would count any assistance in excess.

A. Total Tenant Payment

The Total Tenant payment for families' participants must be the greatest of:

1. 30% of family's adjusted monthly income (See Section XVI. Deductions);
2. 10% of the family's monthly income; or
3. \$25.00 or a hardship exemption per Section IX.

SECTION VI - FACTORS TO BE VERIFIED/ACCEPTABLE FORMS OF VERIFICATION

1. SHA is required to verify key factors pertaining to eligibility, per HUD Handbook 4350.3. Those factors are listed below. For acceptable forms of verification for those factors, see Exhibit IV.

- Age
- Alimony or child support
- Assets disposed of for less than fair market value
- Auxiliary apparatus
- Care attendant for disabled family members
- Child care expenses (including verification that a family member who has been relieved of child care is working, attending school or looking for employment)
- Citizenship
- Current net family assets
- Disability status
- Dividend Income and savings account interest income
- Family Composition
- Family type (information verified only to determine eligibility for project, preferences and allowances)
- Financial assistance/tuition
- Full-time or part-time student status
- Eligible Immigration Status
- Income maintenance payments, benefits, income other than wages
- Disability income, pensions
- Interest from sale of real property (e.g. contract for deed, installment sales contract, etc)
- Medical expenses
- Need for an assistance animal
- Net income from a business
- Recurring contributions and gifts
- Self-employment, tips, gratuities, etc
- Social Security number

- Unborn children
- Zero income

2. Verification of the following factors will be conducted for current tenants using HUD's EIV (Upfront income Verification) system.

- Employment including tips, gratuities and overtime compensation
- Unemployment Compensation
- Social Security and Supplemental Social Security income

Up-front income verification (EIV) refers to SHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to SHA.

SHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until SHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of SHA.

a. Using Up-Front Income Verification (UIV) to Project Income

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals".

SHA procedures for anticipating annual income will include the use of UIV methods approved by HUD.

SHA will compare the information provided by the tenant to the information provided by UIV methods, including the use of HUD's EIV system.

1. If the tenant disputes the information provided via the EIV system, SHA will request third party verification.
2. If the tenant does not dispute the EIV system's wage information, SHA will ask the tenant to provide the most current two pay stubs and SHA will use those documents to calculate annual income.
3. If the EIV printout provides income information from the Social Security Administration, and the tenant does not dispute the amounts provided on the printout, SHA will use those figures to anticipate annual income.
4. If the tenant disputes the social security income provided on the EIV printout, SHA will ask the tenant to provide a current award letter.
5. Current is defined as being dated within 60 days of the interview date.
6. Printed EIV reports will be retained in the tenant files for the term of the tenancy plus three years after termination of tenancy.

3. General policy for third-party written and oral verifications

a. Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires SHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

SHA will diligently seek third-party verification using a combination of written and oral requests to document sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

SHA may mail; fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. SHA will send a written request for verification to each required source within five business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, SHA will request third-party oral verification.

SHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, SHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

b. When Third-Party Verification is Not Required

1. Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

2. Certain Assets and Expenses

- SHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value, when the value is certified to be less than \$1,000.

3. Certain Income, Asset and Expense Sources

SHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, SHA will rely upon review of documents when SHA determines that a third party's privacy rules prohibit the source from disclosing information. Another example is when the Social Security Administration (SSA) has refused to respond to requests for third-party verification.

SHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. An example would be where a financial institution will charge the family or SHA for the cost of the verification.

4. Review of documents

If SHA has determined that third-party verification is not available or not required, SHA will use documents provided by the family as verification.

SHA may also review documents when necessary to help clarify information provided by third parties. In such cases SHA will document in the file how SHA arrived at a final conclusion about the income or expense to include in its calculations.

5. Self-certification

When a third party or review of documents cannot verify the information, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to SHA.

SHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to SHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a SHA representative or SHA notary public.

SECTION VII - OCCUPANCY STANDARDS

Each unit is intended for single-family occupancy and is to be occupied in accordance with the following occupancy standards:

A. Number of persons allowed per unit

1. The number of persons allowed per unit, according to the number of bedrooms in the unit, shall be as follows:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4

2. Households with two or more adult members must designate one adult as Head of Household. Additional adults must be designated a status, based on their relationship to the Head. All adults will be defined under the following relationship codes, which are required by HUD for subsidy tracking:

- H - Head
- S - Spouse (They either can be a spouse or a co-head, but not both)*
- K - Co-head
- D - Dependent
 - 18 or older and disabled or a full-time student
 - Full-time student (regardless of age) away at school but lives with family during school breaks
- O - Other adult member
 - Adult who is not the head, spouse or co-head and whose income is counted in determining the family's annual income.

Please select S, K, D, or O for all adults.

*Couples in a spousal relationship, regardless of legal marital status or gender, should designate a Head and Spouse. It is presumed that couples will require a one-bedroom unit (or one bedroom

in a multiple bedroom unit, if there are other household members), unless a reasonable accommodation request is received, based on a qualifying disability, for an additional bedroom assignment.

B. Counting family members

1. Counting family members. In order to determine the size of unit that would be appropriate for a particular family, SHA will determine the number of family members as follows:
 - a. SHA must count all full-time members of the family.
 - b. SHA must also count all anticipated children. Anticipated children include the following:
 - 1) Children expected to be born to a pregnant woman;
 - 2) Children in the process of being adopted by an adult family member;
 - 3) Children whose custody is being obtained by an adult family member;
 - 4) Foster children who will reside in the unit;
 - 5) Children who are temporarily in a foster home who will return to the family; and
 - 6) Children in joint custody arrangements who are present in the household 50% of the time.
 - f. SHA will count children who are away at school and who live at home during recesses, if listed on the lease.
 - g. SHA will count live-in aides for purposes of determining appropriate unit size.
 - h. SHA will not count non-family members, such as adult children on active military duty, permanently institutionalized family members or visitors.
 - i. SHA will count foster adults living in the unit.

C. SHA may assign a family to a smaller unit

1. SHA may assign a family to a smaller unit than suggested by the Occupancy standard policies if the family requests a smaller unit and if all of the following apply:
 - a. The family is eligible for the smaller unit based on the number of family members, and occupancy of the smaller unit will not cause serious overcrowding; and
 - b. The assignment will not conflict with local code.

D. SHA may assign a family to a larger unit

1. SHA may assign a family to a larger unit than suggested by the occupancy standard policies if one of the following conditions exist:
 - a. No eligible family in need of the larger unit is available to move into the unit within 60 days, the property has the proper size unit for the family but is not currently available, and the family agrees in writing to move at its own expense when a proper size unit becomes available.
 - b. A family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability.
2. A single person will not be permitted to occupy a unit with two or more bedrooms, except for the following persons:

- a. A person with a disability who needs a larger unit as a reasonable accommodation;
 - b. A displaced person when no appropriately sized unit is available;
 - c. An elderly person who has verifiable need for a larger unit;
 - d. A remaining family member of a resident family when no appropriately sized unit is available.
- E. Change in family size after initial occupancy.
- 1. After a family moves into a unit, the unit may become overcrowded or underutilized due to a change in family size. When an appropriately sized unit becomes available, the family may be required to move to the unit of appropriate size.
 - 2. If a family refuses to move to the correct size unit, the family may stay in their current unit and pay the market (contract) rent. SHA will not evict the family for refusing to move, but may evict the family if they fail to pay the market (contract) rent in accordance with the lease.
- F. Applicants who appear eligible for more than one size waiting list.
- 1. Applicants may be eligible for placement on multiple size waiting lists based on their family composition.
 - 2. SHA will place applicants on all size waiting lists for which they appear eligible.

SECTION VIII - SECURITY DEPOSITS

Tenants will be required to pay the maximum refundable security deposit allowable by federal regulation.

The Housing Authority, solely at its discretion, may permit a tenant to pay the security deposit in monthly installments; full payment of the deposit must be made within four months of the effective date of the lease agreement.

SECTION IX - RECERTIFICATION OF ANNUAL INCOME AND TENANT RENT

Tenant income shall be reexamined and their rent redetermined in accordance with HUD Handbook 4350.3. REV. 1, Change 2.

At each annual recertification, SHA must ensure that students remain eligible to receive Section 8 assistance by applying the same criteria that is applied for initial eligibility.

Assistance shall not be provided to any individual who:

- Is enrolled as a student at an institution of higher education;
- Is under the age of 24;
- Is not a veteran of the United States military;
- Does not have a dependent child;
- Is not a person with disabilities, as such term is defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving assistance under such Section 8 as of November 30, 2005; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

Part 327 (b) applies to all individuals enrolled as students at an institution of higher education unless the student is living with his or her parents who are applying for or receiving Section 8 assistance or is a person over the age of 23 with dependent children.

Financial assistance in excess of amounts received for tuition that an individual receives under the Higher Education Act of 1965, from private sources or from an institution of higher education is considered income for that individual, except for persons over the age of 23 with dependent children.

If, in a household that is currently receiving Section 8 assistance, the owner determines that one of the household members is an ineligible student, the assistance for that household must be terminated in accordance with established requirements in Chapter 8 of Handbook 4350.3 Rev-1 and the household will be given a 30 day notice that their rent is being increased to the contract rent for the unit. The assistance will remain terminated as long as the ineligible student remains in the household. Should the ineligible student move out, the household would again be eligible for Section 8 assistance, if available.

SHA will not evict the ineligible student nor will the ineligible student be required to move out as long as the student is in compliance with the lease.

Exception - On July 27, 2006 President Bush signed into law an amendment that exempts college students with disabilities from the restriction on providing Section 8 assistance to college students, if the student with the disability was receiving assistance as of November 30, 2005.

A. ANNUAL RECERTIFICATIONS

1. Recertification of family income, family composition and the extent of medical and other expenses incurred by the family shall be made at least annually. SHA will begin the annual recertification process within 120 days of the annual recertification effective date. SHA will implement the 120-day process on January 1, 2004 beginning with annual recertifications dated May 1, 2004. The Authority shall recompute the tenants rent and assistance payments based on verifying the information gathered at their annual recertification appointment.
2. If at the time of initial placement, or annual recertification, it is not feasible to anticipate a level of income and expenses over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
3. Tenants must supply information requested by SHA or HUD for use in a regularly scheduled recertification of family income and composition in accordance with HUD requirements.
4. Tenants must sign consent forms, and SHA must obtain third party verification of the following items:
 - a. Reported family annual income;
 - b. The value of family assets;
 - c. Expenses related to deductions from annual income; and
 - d. Other factors that affect the determination of adjusted income.
5. At each recertification, SHA must provide the tenant with a copy of the HUD fact sheet describing how the tenant's rent is calculated, as well as the Resident Rights and Responsibilities brochure.
6. When a change in family composition is reported whether at an annual or interim recertification, occupancy by adult children is subject to the following restriction. Adult children are not eligible to move into a unit unless they are performing the functions of a live-in aide and are classified as a live-in aide for eligibility purposes.

Timing of Annual Recertifications

1. Annual recertifications must be completed by the tenant's recertification anniversary date.
2. The recertification anniversary date is the first day of the month in which the tenant moved into the property.
3. The recertification anniversary date does not change if a tenant transfers from one unit to another at the same property.
4. SHA must process all recertifications in a timely manner. HUD Headquarters has instructed HUD and the Contract Administrators to terminate assistance payments if a new recertification is not submitted within 15 months of the previous year's recertification anniversary date.

Notices to tenants

SHA will inform tenants, through written notice, about the tenant's responsibility to provide information about changes in family income or composition necessary to property complete an annual recertification. Notices also include information on the recertification process, requirements and timelines.

Description of required notices

1. Initial Notice

Upon initial signing of the lease and at each annual recertification, SHA will provide an Initial Notice to the tenant. This notice serves to ensure that tenants understand that they will need to report to SHA by the specified date the following year to prepare for their next recertification.

- a. The Initial Notice refers to the requirements in the lease regarding the tenant's responsibility to recertify annually and specifies the cutoff date (i.e. the 10th day of the 11th month after the last annual recertification) by which the tenant must attend a recertification appointment and provide the required information and signatures necessary for SHA to process the recertification.
- b. The tenant must sign and date the initial notice to acknowledge receipt; SHA must sign and date the notice as a witness.
- c. SHA will maintain the notice with original signatures in the tenant's file and provide a copy of the signed notice to the tenant.

2. First Reminder Notice

- a. SHA will provide tenants with a reminder notice at least 120 days prior to the recertification anniversary date.
- b. The First Reminder Notice includes the following:
 - (1) The requirements in the lease regarding the tenant's responsibility to recertify annually.
 - (2) The name of the staff person to contact regarding the scheduling of the recertification appointment, and the contact information for this person. The notice will include a proposed interview date and time, however, it will also include the option to reschedule the interview for a more convenient date and time.
 - (3) The location that the recertification will take place.
 - (4) The information that the tenant should bring to the interview.

- (5) The cutoff date by which the tenant must contact SHA to reschedule their appointment; provide information and signatures necessary for SHA to process the recertification.
- (6) Notification that if the tenant responds to SHA after the specified cutoff date (10th day of the 11th month after the last annual recertification) SHA will process the annual recertification but will not provide the tenant 30 days notice of any resulting rent increase.
- (7) Notification that if the tenant fails to respond before the recertification anniversary date, the tenant will lose the assistance and will be responsible for paying the full contract rent.
- (8) SHA will maintain a copy of this notice in the tenant file documenting the date the notice was issued.

3. Second Reminder Notice

- a. If the tenant fails to respond to SHA within the timeframe specified in the First Reminder Notice, SHA will provide a Second Reminder Notice approximately 90 days prior to the tenants annual recertification anniversary date informing the tenant that his/her recertification information is due.
- b. The Second Reminder Notice provides the tenant with all the information given in the First Reminder Notice.
- c. SHA will maintain a copy of this notice in the tenant file documenting the date the notice was issued.

4. Third Reminder Notice

- a. If the tenant does not respond to the Second Reminder Notice, approximately 60 days prior to the recertification anniversary date, SHA will provide the tenant with a Third Reminder Notice. This notice also serves as a 60-day notice to terminate assistance, as a 60-day notice of rent increase.
- b. The Third Reminder Notice includes the following:
 - (1) Provides the tenant with all of the information given in the First Reminder Notice.
 - (2) Specifies the amount of rent the tenant will be required to pay if the tenant fails to provide the required recertification information by the recertification anniversary date and states that this rent increase will be made without additional notice.
 - (3) Eviction will be pursued only as a last measure for enforcing compliance. Prior to any eviction proceedings, SHA will make every effort to contact the disabled and frail elderly to be sure the requirements of the recertification process are communicated in a manner that is comprehended by the tenant.
 - (4) SHA will maintain a copy of this notice in the tenant file documenting the date the notice was issued.

5. Effective Dates of Changes in Assistance Payment; Total Tenant Payment, and Tenant Rent

- a. In general recertification processing should be complete by the recertification anniversary date. However, there may be circumstances when delays are encountered while processing a recertification that prevent its completion in time to provide a tenant with a notice 30 days prior to the anniversary date. HUD has established, per Handbook 4350.3, specific procedures regarding the timing of changes in the Total Tenant Payment (TTP), tenant rent and assistance payment when the recertification is delayed.

- b. Timely completion of the recertification process occurs when all steps in the process are completed prior to the tenant's recertification anniversary date. Timely completion includes issuing the required 30-day notice of a rent change and timely delivery of the three reminder notices.
- c. Changes in TTP, tenant rent, and assistance payments all take effect on the recertification anniversary date.
- d. When a tenant responds timely, but there is a short processing time, the following can occur:
 - (1) SHA provides the First, Second, and Third Reminder Notices per HUD requirements; and
 - (2) The tenant reports for the recertification interview just prior to the 10th day of the 11th month after the last annual recertification. SHA is then responsible for completing the verification process in time to give the tenant a 30-day advance notice of any rent change. In order to complete the verification processing and provide the notice in time to have the new rent take effect by the recertification anniversary date, SHA may pursue alternative forms of verification, including review of documents provided by the tenant. Third-party verification must continue to be pursued, but the processing of the recertification can be completed using other sources of verification.
- e. Should SHA fail to complete the verification process in time to give the tenant a 30-day advance notice of a rent increase, the tenant's rent increase may not take effect until the 30-day rent increase notice period has expired. The HAP change however, will be effective on the recertification anniversary date.

If the tenant's rent is decreasing, no 30-day advance notice is required. Both the tenant's rent and the Housing Assistance Payment (HAP) will change on the recertification anniversary date.

Late Response/Processing of Recertifications

- 1. Delays in processing due to SHA or third party action
 - a. SHA fails to provide timely recertification reminder notices per HUD requirements; or
 - b. SHA has adequate time, but fails to complete verification and recertification processing procedures 30 days before the recertification anniversary date, and fails to provide the required 30-day notice for a rent increase to take effect on the recertification anniversary date.
 - c. Changes in the assistance payment take effect on the recertification anniversary date.
 - d. Changes in the TTP and tenant rent are effective as follows:
 - 1. On the recertification anniversary date, if the tenant rent decreases as a result of the recertification; or
 - 2. On the first of the month following a 30-day notice period, if the tenant rent increases as a result of the recertification.
- 2. Delays in processing due to late tenant response.

This situation can occur as follows:

 - a. SHA provides all three recertification reminder notices in accordance with HUD requirements; and

- b. The tenant reports for the recertification interview and provides information and signature after the cutoff date (i.e. after the 10th day of the 11th month following the last annual recertification), but before the recertification anniversary date.

SHA processes the annual recertification.

- a. Changes in the TTP/tenant rent and assistance payment take effect on the recertification anniversary date.
- b. As established in the lease, the third reminder notice fulfills the requirement for a 30-day notice of rent increase effective on the anniversary date.
- c. In all cases where the tenant reports for recertification after the 10th day of the 11th month after the last annual recertification but before the recertification anniversary date (as described above), all adjustments in assistance payments and the tenant's rent are made retroactive to the recertification anniversary date.

3. Tenant responds after recertification anniversary date. Tenant is out of compliance.

- a. This situation occurs when:
 - 1) SHA provides all three recertification reminder notices per HUD requirements; and
 - 2) The tenant reports for the recertification interview on or after the rectification anniversary date.
- b. On the rectification anniversary date, the tenant must begin paying the market (contract) rent.
- c. Assistance may only be reinstated if:
 - 1) Assistance is available at the property;
 - 2) The tenant submits the required information; and
 - 3) SHA determines that the tenant qualifies for assistance.
- d. The new TTP/tenant rent and assistance payment take effect the first day of the month following the date on which the tenant reported for the certification. The tenant must pay the market (contract) rent until this date. If the tenant fails to report for the recertification interview and fails to pay the market (contract) rent, or make arrangements to pay, SHA is obligated to evict for nonpayment.
- e. If SHA completes the income certification processing during the month following the date on which the tenant reported for the certification, the new TTP/tenant rent and assistance payment still take effect on the first day of the month following the date on which the tenant reported for the certification. When the owner processes the rent change and assistance payment, they are retroactive to this effective date.
- f. SHA may not evict the tenant for failure to pay market (contract) rent after the tenant reports for the interview and SHA is processing the certification.
- j. The tenant's recertification date changes to the first day of the month SHA begins receiving assistance again for the tenant. The tenant's recertification is processed as an initial certification.

4. Extenuating circumstances when a tenant is out of compliance

When a tenant fails to provide the required recertification information by the recertification anniversary date, SHA must inquire whether extenuating circumstances prevented the tenant from responding prior to the anniversary date.

Extenuating Circumstances

- a. These are circumstances beyond the tenant's control. Examples of extenuating circumstances include, but are not limited to:
 - 1) Hospitalization of the tenant;
 - 2) Tenant out of town for a family emergency (such as death or severe illness of a close family member);
 - 3) Tenant on military duty overseas.

Inquiring about extenuating circumstances.

- a. At the time the tenant submits the required recertification information, SHA will inquire whether extenuating circumstances prevented the tenant from submitting the information prior to the recertification anniversary date.
- b. If the tenant indicates that extenuating circumstances were present, the tenant must promptly provide SHA with evidence of their presence.
- c. Determining whether extenuating circumstances were present. When a tenant provides evidence of extenuating circumstances, SHA will determine whether the information provided shows that the circumstances meet the condition described above.
- d. Notice of decision. SHA will provide the tenant with a written notice of the decision. The notices will also inform the tenant of his/her right to appeal SHA's decision if SHA determines that extenuating circumstances were not present.
- e. Appeal to SHA. If SHA denies extenuating circumstances, he or she will provide the tenant with an opportunity, within 10 days of notification, to meet with SHA to appeal the decision to raise the tenant rent to market (contract) rent. SHA will arrange for a person, who was not part of the original determination, to conduct the appeal meeting. The tenant may have representation at the meeting, may present information for consideration, and may respond to the information presented by others.
- f. Extenuating circumstances NOT present. If SHA determines that extenuating circumstances were not present, follow the above procedures for completing processing of the tenant's information, determining whether assistance can be reinstated and establishing effective dates.

Effective date of TTP/tenant rent, assistance, recertification anniversary when extenuating circumstances were present.

If SHA determines that extenuating circumstances were present:

- a. There is no change in the recertification anniversary date; and

- b. The TTP/tenant rent and the assistance payments determined based on the recertification information provided by the tenant are effective retroactively to the recertification anniversary date.
5. If, in a household that is currently receiving Section 8 assistance, the owner determines that one of the household members is an ineligible student, the assistance for that household must be terminated in accordance with established requirements in Chapter 8 of Handbook 4350.3 Rev-1 and the household will be given a 30 day notice that their rent is being increased to the contract rent for the unit. The assistance will remain terminated as long as the ineligible student remains in the household. Should the ineligible student move out, the household would again be eligible for Section 8 assistance, if available.

SHA will not evict the ineligible student nor will the ineligible student be required to move out as long as the student is in compliance with the lease.

B. INTERIM RECERTIFICATIONS

1. To ensure that assisted tenants pay rents commensurate with their ability to pay, tenants must supply information requested SHA or HUD for use in an interim certification of family income and composition in accordance with HUD Handbook 4350.3. REV-1, Change 2. All tenants must notify SHA when:
 - a. A family member moves out of the unit;
 - b. The family proposes to move a new member into the household;

NOTE: The same screening criteria applied to those initially placed applies to those being added to the household. Adult children are not eligible to move into a unit at Englewood East, unless they are performing the functions of a live-in aide and are classified as a live-in aide for eligibility purposes.
 - c. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
 - d. The family's income cumulatively increases by \$200 or more per month.
2. Tenants may request an interim certification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include the following;
 - a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income.
 - b. Increases in allowances including, but not limited to, increased medical expenses which may include past "one-time" nonrecurring medical expenses that have been paid in full as long as the expense has not already been allowed, and higher child care costs; and
 - c. Other changes affecting the calculation of a family's annual or adjusted income including, but not limited to, a family member turning 62 years of age, becoming a full-time student, or becoming a person with disability.
3. Tenants are not required to report when a family member turns 18 years of age between annual recertifications.
4. SHA must process an interim certification if a tenant reports:
 - a. A change in family composition;
 - b. An increase in family income of more than \$200 per month;
 - c. An increase in allowances (e.g., number of dependents, and a new disability assistance expense).

- d. Most decreases in income except in the circumstance describe in subparagraph C below; or
 - e. A change in citizenship or eligible immigration status of any family member.
5. Upon receiving a tenant request for an interim certification, SHA must process a recertification of family income and composition within a reasonable time, which is only the amount of time needed to verify the information provided by the tenant. Generally, HUD has determined that this process should not exceed four (4) weeks.
- a. If the reason for interim recertification is a proposed change in family composition, SHA will screen the proposed additional person(s), including live-in aides, using the same screening criteria used when considering initial placement. Exception is; live-in aides will be screened for past tenancy; as well as for drug and other criminal activity.
6. SHA may refuse to process an interim recertification when the tenant reports a decrease in income only if the following apply:
- a. The decrease was caused by a deliberate action of the tenant to avoid paying rent. For example, SHA receives documented evidence that a tenant quit a job in order to qualify for lower rent.
 - b. SHA has confirmed that the decrease will last less than one month. For example, SHA receives confirmation from the tenant's employer that the tenant will be laid off for only two weeks.
 - (1) If SHA determines that the decrease in income will last less than one month, SHA may choose, but is not obligated, to process an interim certification.
 - (2) SHA will be consistent in implementing this policy for all tenant in the property who experience a decrease in income that will last for less than one month.
7. SHA may delay, but not refuse, to process an interim certification if they have confirmation that a tenant's income will be partially or fully restored within two months. Processing may be delayed only until the new income is known.
- a. If SHA decides to delay processing, the following apply:
 - (1) May require the tenant to pay the current amount of rent until the interim certification is complete.
 - (2) Must not evict the tenant for nonpayment of rent.
 - (3) Must not charge the tenant a late fee for paying rent after the fifth of the month because the owner elected to delay processing, knowing the tenant has experienced a change in income.
 - b. Once SHA is able to verify the tenant's new income, SHA will do as follows:
 - (1) Recertify the tenant, as described in this Section under Processing Interim Recertifications.
 - (2) Retroactively apply any reduction in rent to the first day of the month after the date of the action that caused the decrease in income.
 - (3) Notify the tenant in writing of any rent due for the period of delay. If the tenant fails to pay this amount within 30 days of notification, SHA may pursue eviction for nonpayment of rent.
8. Processing Interim Recertifications

- a. When a tenant requests an interim recertification or when a tenant reports changes in income or other circumstances as required, the owner must take the following steps when processing an interim certification.
 - (1) Interview the tenant to obtain information on the reported changes. SHA will also review and ask if there have been other changes to family composition, income, assets, or allowances since the most recent certification.
 - (2) Obtain third-party verification of the income or other facts reported as changed since the last recertification and maintain documentation in the tenant file.
 - (3) Input any changes to the tenant's income or other characteristics in HMS and print a 50059 facsimile.
 - (4) Document the resulting changes in the tenant's rent and assistance payment by obtaining signatures on the 50059 facsimile from the head, co-head and spouse and all other adult family members. Maintain copy with original signatures in the tenant file. Provide the tenant with a separate copy.
 - (5) After obtaining tenant and SHA representative signatures, electronically transmit interim recertification to the Contract Administrator or HUD to update the tenant information in TRACS.
- b. SHA will take the following steps upon learning that a tenant failed to report a change in income or family composition as stated in the lease.
 - (1) Tenant Notification. When SHA learns that a tenant has experienced a change in family income or composition, they must immediately notify the tenant in writing of his or her responsibility to provide information about such changes. SHA's notice must:
 - a) Refer the tenant to the lease clause that requires the interim recertification;
 - b) Give the tenant 10 calendar days to respond to the notice; and
 - c) Inform the tenant that his or her rent may be raised to the market (contract) rent the 10-day deadline is not met.
 - (2) Timely tenant response. If the tenant responds to the notice and supplies the required information within 10 days, SHA will process the request in accordance with this section and implement any resulting rent changes in accordance with this section.
 - (3) Tenant fails to respond within 10 calendar days of notice. If the tenant fails to respond within the 10 calendar days, SHA will require the tenant pay market (contract) rent as of the first rent period following the 10-day notice period.

9. Effective Date of Interim Recertifications

- a. SHA will provide the tenant with a written notice of the effective date and the amount of the change in TTP or tenant rent resulting from the interim recertification.
- b. For interim certifications, both the change in assistance payment and change in TTP or tenant rent are effective on the same date.
- c. If the tenant complies with the interim reporting requirements, rent changes will be implemented as follows:

- (1) Rent Increases. If the tenant's rent increases because of an interim adjustment, the owner must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day period.
 - (2) Rent Decreases. If the tenant's rent will decrease, the change in rent is effective on the first day of the month after the date of action that caused the interim certification. A 30-day notice is not required for rent decreases.
- d. If the tenant does not comply with the interim reporting requirements, and SHA discovers the tenant failed to report changes as required in this Section, SHA will initiate an interim certification and implement rent changes as follows:
- (1) Rent Increases. SHA will implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
 - (2) Rent Decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification.

C. HARDSHIP EXEMPTION

A family may at any time request a financial hardship exemption.

1. If a family requests a financial hardship exemption, SHA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until SHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or short term.
2. If SHA determines that a qualifying financial hardship is temporary, SHA will not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, SHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, for the amount of back rent owed by the family.
3. If SHA determines there is no qualifying financial hardship, SHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay back rent on terms and conditions established by SHA.
4. If SHA determines a qualifying financial hardship is long term, SHA will exempt the family from the minimum rent requirement so long as such hardship continues. Such exemption shall apply from the beginning of the month following family's request for a hardship exemption until the end of the qualifying financial hardship.
5. The financial hardship exemption only applies to payment of the minimum rent and not to other elements used to calculate total tenant payment.

SECTION X - RENT COLLECTIONS

Salem Housing Authority will not permit partial rent payments, since the rents are based on income. Any exception will be made on a case-by-case basis and only in emergency situations. Prepayment of the monthly rent will not be encouraged; however it will be permitted when tenants are to be away from home.

Tenants will be requested to mail or take their rent to the Housing Authority office. Provision will be made to receive rent payments on-site for convenience of the tenants.

SECTION XI - EVICTIONS

A. Evictions will be issued within the provisions of HUD regulations per HUD Handbook 4350.3 REV-1 Change 2, Chapter 8, Oregon state law, and the tenant-lease agreement. The Authority will notify Teton of all eviction actions.

B. Victims of Domestic Violence, Dating Violence or Stalking

SHA may not terminate tenancy for a tenant (male or female) who has been a victim of domestic violence, dating violence or stalking (per Section XVII), if the tenant otherwise continues to qualify for tenancy, however any family member who is determined to be the perpetrator in incidents involving domestic violence, dating violence or stalking may be terminated tenancy.

SHA may bifurcate the lease to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants, however, nothing limits the ability of SHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, if SHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

Nothing in this section is to be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.

Tenants who state they are a victim of domestic violence, dating violence or stalking will be required to sign the HUD Certification form HUD-91066 as well as provide the following: (1) A Federal, State, tribal, territorial, or local police or court record; or (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

If the tenant does not sign the above certification and/or provide the required documentation within the timeframe stated, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively domestic violence) apply.

C. Ineligible Students

If, in a household that is currently receiving Section 8 assistance, the owner determines that one of the household members is an ineligible student, the assistance for that household must be terminated in accordance with established requirements in Chapter 8 of Handbook 4350.3 REV-1 Change 2 and the household will be given a 30 day notice that their rent is being increased to the contract rent for the unit. The assistance will remain terminated as long as the ineligible student remains in the household. Should the ineligible student move out, the household would again be eligible for Section 8 assistance, if available.

SHA not will evict the ineligible student nor will the ineligible student be required to move out as long as the student is in compliance with the lease.

D. **GUESTS/VISITORS**

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 Management, 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.

Management 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.

D. Termination Notice - SHA will give written notice of proposed terminations of tenancy. A written notice must be provided to the tenant and must:

1. State the specific date the tenancy will be terminated;
2. State the reasons for the action with enough detail to enable the tenant to prepare a defense;
3. Advise the tenant that remaining in the unit on the termination date specified in the notice may result in the owner seeking to enforce the termination in court, at which time the tenant may present a defense;
4. Advise the tenant that he or she has 10 days within which to discuss termination of tenancy. The 10-day period begins on the day that the notice is deemed effective; and
5. Be served on the tenant according to HUD Handbook 4350.3 REV-1 Change 2, Chapter 8.

Tenants will be provided opportunity for an Informal Review/Hearing, per Exhibit II.

SECTION XII - ACCOUNTING RECORDS

The Authority will follow HUD's Accounting Handbook in recording and maintaining rent payments. The handbook will also be followed for maintaining adequate accounting records of security deposits and Housing Authority payments.

SECTION XIII - MAINTENANCE AND REPAIR

A. Periodic inspections. The Housing Authority will inspect each unit at least annually and at other such times as may be necessary to assume that the tenant is meeting his obligation to maintain the unit.

- B. 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.
- C. Painting. The interior of the apartments will be painted as needed.
- D. Garbage collection. A private firm will collect the garbage.
- E. Any major repairs with costs exceeding \$5,000 or major repairs not anticipated in the original or annual budget will be reviewed by the Board prior to completion.
- F. The Authority will utilize its regular staff for the upkeep and maintenance of grounds or contract for grounds upkeep.
- G. The Authority will utilize its regular staff to clean entryways, halls and other common areas, or contract for this service.
- H. Tenants will be asked to report major and/or minor repair needs to the Authority by calling the maintenance section during office hours. An after hour telephone number will be made available to tenants.

SECTION XIV - MAINTENANCE CHARGES TO TENANTS

Maintenance charges for tenant-caused damages due to accident, carelessness or neglect will be made in accordance with the Housing Authority's "Schedule of Maintenance Charges - Exhibit V."

Maintenance charges for tenant-caused damages due to accident, carelessness or neglect will be due in full on the first of the second month following the date of repair.

SECTION XV - ADJUSTMENT OF UTILITY ALLOWANCE

The utility allowance will be adjusted in accordance with federal regulations.

SECTION XVI - DENIAL OF ASSISTANCE AND INFORMAL REVIEWS

In the following cases the Authority may deny an application, or participation, in the program:

1. If an applicant's past performance in meeting financial obligations, indicates inability to meet obligations to pay rent.
2. History indicates a record of disturbing of neighbors, destruction of property or living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other tenants.
3. A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which adversely affected the health, safety or welfare of other tenants.
4. A history, or pattern of alcohol abuse, to the extent that such abuse adversely affected the health, safety or welfare of other tenants.
5. Applicants that owe money to the Authority (within the most recent 7 years), any other PHA, owner or manager 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 in full or be current with an agreed upon payment agreement, in order to receiving any form of assistance.

If an applicants name comes to the top of the waiting list and it is determined that they owe money to the Authority, any other PHA, owner or manager 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 provide proof of being current with an agreed upon payment agreement. If payment is not made in full or if the payment agreement is not current, the applicant's name will be removed from the waiting list.

6. Any family member age 18 and above who refuses to sign a HUD 9887/9887A General Release Consent form at any time the Housing Authority deems necessary to administer the Englewood East Program.
7. For those claiming to be a person with disabilities but who are not receiving Social Security disability benefits (SSI), and who are unable to obtain a certification from a reliable professional.
8. If a family member, as a prior participant, has committed any fraud in connection with any federally assisted housing program.
9. If a family member, or participant, fails to disclose and verify social security numbers assigned to all family members age 6 and older.
10. If it is verified that the unit for which the family is applying is not the family's only residence.
11. Denial of assistance to non-citizens. SHA will deny assistance to non-citizens. Those family members who are denied assistance, may initiate an appeal of the decision through DHS per the process described below. SHA will follow HUD requirements to ensure that only U.S. citizens and eligible non-citizens received federal housing assistance.

Offering and Continuing Assistance

SHA will not deny assistance to applicants who submitted their immigration documentation in a timely manner, but for whom the DHS verification or appeals process has not been completed.

1. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has submitted the required documentation in a timely manner, SHA will offer the family a unit, providing subsidy to those family members whose documents were received on time.
2. SHA will provide prorated assistance to the family, until SHA has received and verified the immigration status of any remaining non-citizen family members.

Events Triggering Denial of Assistance

SHA will deny assistance to an applicant upon the occurrence of any of the following:

1. The applicant fails to submit evidence of citizenship (i.e. the declaration) and eligible immigration status by the date specified by SHA.
2. The applicant submits evidence of citizenship and eligible immigration status on a timely basis, but DHS primary and secondary documentation does not verify eligible immigration status of a family member; and
 - a. The family does not pursue a DHS appeal or informal hearing rights as provided in this Administrative Plan, or
 - b. The family pursues a DHS appeal and informal hearing, but the final decision is against the family member.

3. Required Notice. The notice of denial or termination of assistance will advise the family that:
 - a. SHA will deny or terminate rental assistance and give the reasons for this action;
 - b. The family may be eligible for prorated assistance;
 - c. Tenants - but not applicants - may be eligible to obtain relief under the provisions for preservation of families (i.e. they may be eligible for a temporary deferral of assistance).
 - d. The family has a right to request an appeal to the DHS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal.
 - e. The family has a right to request an informal hearing with SHA either upon completion of the DHS appeal or in lieu of the DHS appeal (the family can take advantage of two types of appeal); and
 - f. For applicants, the notice of denial will advise that if they have failed the primary and secondary verification and submitted an appeal to the DHS, but the DHS process has not been concluded, the applicant will receive assistance in a timely manner. (If the DHS decision is negative, the family's assistance may then be terminated.) However, once the DHS appeal process is complete, and the family receives a negative decision on the DHS appeal, SHA may delay assistance while providing the family with an opportunity for an informal meeting to appeal the decision.

4. DHS Appeal Process.
 - a. Submission of appeal request. When SHA receives notification from the DHS that secondary verification has failed to confirm eligible immigration status, SHA must notify the family of this result. The family has 30 days from the date of SHA's notification to request an appeal to the DHS results. The family must make the request in writing directly to the DHS and must provide SHA with a copy of the written request for appeal and proof of mailing.
 - b. Documentation to be submitted as part of appeal to DHS. If the family has additional documentation or written explanation to support this appeal, the family must submit it directly to the DHS office. Form DHS G-845S (used by SHA to process the secondary verification request), or any other form specified by the DHS, and a cover letter stating that the family is requesting an appeal of the DHS immigration status verification results.
 - c. When decision will be issued by DHS. The DHS will issue a decision within 30 days of its receipt of documentation concerning the family's appeal of the verification of immigration status. The notice will be sent to the family, and a copy will be sent to SHA. If, for any reason, the DHS is unable to issue a decision within 30 days, the DHS will inform the family and SHA of the reason for delay.
 - d. Notification of DHS decision and of informal hearing procedures. When SHA receives a copy of the DHS decision, SHA will notify the family of its right to request an informal hearing on SHA's ineligibility determination.
 - e. No delay, denial, reduction, or termination of assistance until completion of DHS appeal process. Until any appeal made to the DHS is resolved, SHA will not delay, deny, reduce, or terminate assistance on the basis of immigration status.
 - f. When request for informal hearing is to be made. If the DHS decision will cause the applicant to be denied, or if the family chooses not to appeal to DHS, the family may request that SHA provide an informal hearing. The request for a hearing must be made either within 30 day of receiving the notice from SHA denying assistance, or within 30 days of receiving the DHS appeal decision.

g. Retention of documents. SHA will retain for a minimum of 5 years the following documents that may have been submitted to SHA by the family, or provided to SHA as part of the DHS appeal or the informal hearing process:

- (1) The application for financial assistance;
- (2) The form completed by the family for income re-examination;
- (3) Photocopies of any original documents (front and back), including original DHS documents;
- (4) The signed verification consent form;
- (5) The request for a DHS appeal;
- (6) The final DHS determination;
- (7) The request for an informal hearing; and
- (8) The final informal hearing decision.

12. All household members age 18 and above are required to sign the 50059; application and lease agreement. Refusal to sign any of the required forms will be grounds for denial of and/or termination of assistance.
13. For all other reasons for denial listed in Section III. Required evidence for denial will be based on the following:

Preponderance of evidence is defined as evidence, which is of greater weight or more convincing than the evidence which if offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. When other factual evidence can not be considered, testimony from neighbors may be considered as credible evidence. Other credible evidence includes documentation of drug raids, knock and talks, and/or arrest warrants.

Denial of assistance.

If the Housing Authority denies assistance to an applicant (this includes denying placement on the waiting list and/or denying participation in the program) the Housing Authority will notify the applicant by letter of the determination.

Notice of applicant rejection.

1. Rejection notices will be in writing.
2. The written rejection notice will include:
 - a. The specifically stated reason(s) for the rejection;
 - b. The applicant's right to respond to the owner in writing or request a meeting within 14 days from the date of the rejection letter to dispute the rejection; and
 - c. The applicant's right to declare if they are a victim of domestic violence, dating violence or stalking. Applicants declaring such status must complete and submit the HUD Certification

form HUD-91066 as well as provide the following within 14 business days of the request for certifying victim status:

- 1) A Federal, State, tribal, territorial, or local police or court record; or
- 2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

If the applicant does not sign the above certification and/or provide the required documentation within the timeframe stated, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively domestic violence) apply.

- 3) The identity of the victim and all information provided to SHA relating to any incident(s) of domestic violence will be retained in confidence and information will not be entered into a shared database nor provided to a related entity, except to the extent that the disclosure is a) requested or consented to by the individual in writing; b) required for use in an eviction proceeding or termination of assistance; or c) otherwise required by applicable law. The HUD-approved certification form (form HUD-91066) provides notice to the tenant of the confidentiality of the form and the limits thereof.
- 4) SHA will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

SHA Meetings with Applicants to Discuss Rejection Notices

1. Any meeting with the applicant to discuss the applicant's rejection will be conducted by a member of SHA's staff who was not involved in the initial decision to deny admission or assistance.
2. Within five business days of the SHA response or meeting, SHA will advise the applicant in writing of the final decision on eligibility.

SECTION XVII - TERMINATION OF ASSISTANCE

- A. Criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence or stalking.

SHA may not terminate assistance for a tenant (male or female) who has been a victim of domestic violence, dating violence or stalking (per Section XVII), if the tenant otherwise continues to qualify for tenancy, however any family member who is determined to be the perpetrator in incidents involving domestic violence, dating violence or stalking may be terminated assistance.

SHA may bifurcate the lease to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants, however, nothing limits the ability of SHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, if SHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

Nothing in this section is to be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.

Tenants declaring such status must complete and submit the HUD Certification form HUD-91066 as well as provide the following within 14 business days of the request for certifying victim status:

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

If the tenant does not sign the above certification and/or provide the required documentation within the timeframe stated, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively domestic violence) apply.

B. SHA will terminate a tenant's assistance in the following circumstances:

1. Any tenant age 18 or above fails to provide required information at the time of recertification, including changes in family composition, or changes in income or social security numbers for new family members.
2. Any tenant age 18 or above fails to sign/submit required consent and verification forms (form HUD-9887 and form HUD 9887-A).
3. An annual or interim recertification determines that the tenant has an increased ability to pay the full contract rent.
4. A tenant fails to move to a different-sized unit within 30 days after the owner notifies him/her that the unit of the required size is available.
5. Any family member who is determined to be the perpetrator in incidents involving domestic violence, dating violence or stalking may be terminated assistance.

Notice of termination of assistance.

1. When terminating assistance, SHA will increase the tenant's rent to the contract rent. SHA will provide proper notice of the increase in the tenants rent.
2. The written notice will include:
 - a. The specific date the assistance will terminate;
 - b. The reason(s) for terminating assistance;
 - c. The amount of rent the tenant will be required to pay; and
 - d. Notification that if the tenant fails to pay the increased rent, SHA may terminate tenancy and seek to enforce the termination in court.
 - e. Opportunity to request a review or a meeting within 14 days from the date of the notice to discuss the adverse decision.
3. The notice will be served by:
 - a. Sending a letter by first class mail, properly stamped and addressed and including a return address, to the tenant at the unit address; and

- b. A copy of the notice will be delivered to any adult person answering the door at the unit. If no adult answers the door, the person serving the notice may place it under or through the door, or affix it to the door.

4. The date on which the notice is deemed received by the tenant is the later of:

- a. The date the first class letter is mailed; or
- b. The date the notice is properly given.

5. Service of the notice is deemed effective once the notice has been both mailed and hand delivered.

B. Reinstating Assistance

SHA may reinstate a tenant's terminated assistance if:

- 1. The original termination of assistance was due to:
 - a. A tenant's failure to recertify, or
 - b. A tenant's increased ability to pay
- 2. The original termination of assistance was not due to fraud;
- 3. The tenant is eligible for assistance (based on the income and rent calculation);
- 4. The tenant submits the required information; and
- 5. Assistance is available for the unit.

C. Termination of Assistance Related to Establishing Citizenship or Eligible Immigration Status

1. When Assistance Must Not Be Terminated

SHA will not terminate assistance on the basis of ineligible immigration status of a family member if:

- a. The primary (automated) and secondary (manual) verification search of any immigration documents that were submitted in time have not been completed by the DHS;
- b. The family member for whom required evidence has not been submitted has moved from the assisted dwelling unit;
- c. The family member who is determined not to have eligible immigration status following DHS verification has moved from the assisted unit;
- d. The DHS appeals process under 24 CFR 5.514(e) has not been concluded;
- e. Assistance is prorated in accordance with 24 CFR 5.520;
- f. Assistance for a mixed family is continued in accordance with 24 CFR 5.516 and 24 CFR 5.518; or
- g. Deferral or termination of assistance was granted in accordance with 24 CFR 5.516 and 24 CFR 5.518.

D. Termination of Assistance When Unable to Establish Citizenship or Eligible Immigration Status

When SHA is unable to establish citizenship or eligible immigration status of family members, termination of assistance will be handled per HUD Handbook 4350.3 REV-1 Change 2. Chapter 8, 8-7 C.

E. Termination of Assistance When a Tenant Allows an Ineligible Individual to Reside in a Unit

If SHA terminates assistance based on a determination that a tenant has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit; such termination of assistance will be handled per HUD Handbook 4350.3 REV-1 Change 2. Chapter 8, 8-7 D.

SECTION XVIII - DEFINITION OF TERMS

50059 DATA REQUIREMENTS

The 50059 requirements list and describe the data that owners are required to collect from applicants and tenants, and the calculations owner's must perform to certify tenant eligibility and tenant rents. This data is submitted electronically to the Tenant Rental Assistance Certification Systems (TRACS) through Contract Administrators or HUD. The 50059 data requirements replace Form HUD-50059. A facsimile is a paper copy printed out of TRACS compliant software.

ADJUSTED INCOME

Annual income (as determined by the owner) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions.

In determining adjusted income, the owner must deduct the following amounts from annual income:

1. \$480 for each dependent;
2. \$400 for any elderly family member or disabled family;
3. The sum of the following, to the extent the sum exceeds 3% of annual income:
 1. Unreimbursed reasonable medical expenses of any elderly family or disabled family; and
 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus and;
4. Any reasonable childcare expenses for children age 12 and below, necessary to enable the family member to be employed or to further his or her education. [24 CFR 5.611].

ANNUAL INCOME

All amount, monetary or not, which:

1. Go to, or on behalf, the family head or spouse [or co-head] (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from source outside the family during the 12 month period following admission or annual re-examination effective date; and
3. Which are not specifically excluded [by regulation].

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access. [24 CFR 5.609]

APPLICANT

A person or a family that has applied for housing assistance. [24 CFR 5.403]

APPLICATION

A written request for occupancy in a subsidized housing unit that includes the information required to determine eligibility for assistance and suitability for tenancy. Owners generally develop a standardized form that is completed by the prospective applicant. The application must be signed and dated by the applicant and include the applicant's certification that the information provided is complete and accurate.

ASSISTANCE PAYMENT

The amount HUD pays the owner for a unit occupied by a Section 8, RAP, Rent Supplement, or PAC tenant. It includes HUD's share of the contract rent and any utility reimbursement due the tenant. It is the gross rent for the unit minus the Total Tenant Payment (TTP).

ASSISTED TENANT

A tenant who pays less than the market rate. Includes tenants receiving Section 8 assistance.

ASSISTANCE ANIMALS

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals," "assistance animals," "support animals," or "therapy animals" - perform many disability-related functions, including but not limited to guiding individual who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, altering persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability.

BIFURCATE

Means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

CITIZEN

A citizen or national of the United States. [24 CFR 5.504] (See definition of National.)

CO-HEAD OF HOUSEHOLD

An adult member of the family who is treated the same as a head of the household for purposes of determining income, eligibility, and rent.

COMMON HOUSEHOLD PET

A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulation shall apply. This definition does not include animals that are used to assist persons with disabilities. [24 CFR 5.306]

CONTRACT RENT

The rent HUD or the Contract Administrator has approved for each unit type covered under an assistance contract. The rent may be paid by the tenant, HUD or both.

COVERED PERSON

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

CURRENTLY ENGAGING IN

With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. [24 CFR 5.853]

DATING VIOLENCE

The term dating violence means violence committed by a person-(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of relationship. (iii) The frequency of interaction between the persons involved in the relationship.

DEDUCTIONS

In determining adjusted income, the owner must deduct the following from annual income:

1. \$480 for each dependent
2. \$400 for an elderly family or disabled family member;
3. The sum for the following to the extent the exceeds 3% of annual income:
 - a) Unreimbursed reasonable medical expenses of any elderly family or disabled family, which may include 1) expenses the family anticipates paying during the 12 months following certification/recertification; 2) Unreimbursed medical expenses paid during the past 12 months to estimate medical expenses; and/or 3) past "one time" nonrecurring medical expenses that have been paid in full if the one-time expense was not used for an interim recertification in the prior year; and
 - b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus and;
4. Any reasonable childcare expenses for children age 12 and under, necessary to enable the family member to be employed or to further his or her education. [24 CFR 5.611]

DENIAL OF TENANCY OR ASSISTANCE

The process of rejecting an applicant's request for either occupancy or assistance because the household does not meet eligibility criteria for the program of the owner's criteria for suitability for tenancy.

DEPENDENT

A member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student. A foster child, a foster adult, or a live-in aid may never be a dependent regardless of age or disability.

DISABLED FAMILY

Disabled (handicapped) family means:

1. Families of two or more persons the head of which (or his or her spouse) is a person with disability (handicapped);
2. The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under 2002/8 with deceased member of the family at the time of his or her death;
3. A single person with disabilities (handicapped persons) over the age of 18;

4. Two or more persons with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being;
5. A family including one or more persons with disabilities living with one or more live-in aides; or
6. A disabled family that included a family member under the age of 18. [24 CFR 891.505]

DISABLED HOUSEHOLD

Disabled household means a household composed of:

1. One or more persons at least one of whom is an adult (age 18 or older) who has a disability;
2. who is determined by HUD, based upon a certification from an appropriate professional (e.g. a rehabilitation counselor, social worker, or licensed physician) to be important to their care or well being; or
3. The surviving member or members of any household described in paragraph (1) of this definition that were living in a unit assisted under this part with deceased member of the household at the time of his or her death.
4. A disabled household that includes a family member under the age of 18. [24 CFR 891.305]

DISPLACED FAMILY

A family in which each member, or sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

DISPLACED PERSON

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [24 CFR 5.403]

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.

DOMESTIC VIOLENCE

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

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).

ELDERLY FAMILY

1. Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
2. The surviving member or members of a family described in paragraph (1) living in a unit assisted under 24 CFR part 891, subpart E (Section 202 loans) with the deceased member of the family at time of his or her death;
3. A single person who is 62 years of age or older; or
4. Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certification provided by the family, to be essential to their care or well being.
5. A family including one or more persons who are least 62 years of age, which may include a member under the age of 18; or
6. A family (as defined in 24 CFR 5.403) whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. [24 CFR 891.505] [24 CFR 5.403]

ELDERLY PERSON

A person at least 62 years of age. [24 CFR 5.100]

ELIGIBLE NONCITIZEN

1. A person who has eligible immigration status in one of the following categories:
2. A non-citizen lawfully admitted for permanent residence, as defined by section 101 (a) (20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101 (a) (15) of the INA (8 U.S.C. 1101 (a) (20) and U.S.C. 1101 (a) (15), respectively) [immigrants]. (This category included a non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) [special agricultural worker], who has been granted lawful temporary resident status);
3. A non-citizen who entered the United States before January 1, 1972, or such late date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);
4. A non-citizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under section (a) (7) of the INA (8 U.S.C. 1153 (a) (7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity);
5. A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reason deemed strictly in the public interest under section 212 (d) (5) of the INA (8 U.S.C. 1182 (d) (5) [parole status];
6. A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243 (h) of the INA (8 U.S.C. (h)) [threat to life or freedom];
7. A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A]; or
8. A non-citizen who is a lawful resident in the United States and its territories and possessions under section 141 of the Compacts Free Association between the government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia and Palau (collectively referred to as 'the Freely Associated States' (FAS) [Section 3 (b) of Public Law 106-504].
9. A nonimmigrant student, while lawfully admitted to the United States, is not eligible.

EVICTION

The dispossession of the tenant from the leased unit as a result of the termination of tenancy, including a termination prior to the end of a lease term. [24 CFR 247.2]

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS

The documentation that must be submitted to evidence citizenship or eligible immigration status. [24 CFR 5.504]

EXPECTED TO RESIDE

In applying lead-safe housing requirements, actual knowledge that a child will reside in a dwelling unit reserved for the elderly or designated exclusively for persons with disabilities. If a female resident is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit. [24 CFR 5.603]

EXTREMELY LOW-INCOME FAMILY

A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. [24 CFR 5.603]

FAIR HOUSING ACT

Title VIII of the Civil Rights Act, 42 U.S.C. 3601. The Fair Housing Act, is a broad statute that prohibits discrimination based upon race, color, religion, sex, national origin, disability, or familial status in most housing and housing related transactions.

FAMILIAL STATUS

One or more individuals (who have not attained the age of 18 years) being domiciled with:

1. A parent or another person having legal custody of such individual or individuals (regardless of age or number of children); or
2. The designee of such parent or other person having such custody, with the written permission of such parent or another person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has no attained the age of 18 years. [24 CFR 100.20]

FAMILY COMPOSITION

The specific individuals who are included in the assisted family. Information on family composition includes names, ages, sexes, and citizenship status of all members and their relationship to one another.

FINANCIAL ASSISTANCE

Financial assistance includes any assistance the student receives that is in excess of tuition under the Higher Education Act of 1965, from other sources, and from institutions of higher education.

1. Under the Higher Education Act of 1964 this includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, The Robert G. Byrd Honors Scholarship Program and the Federal Work Study Programs.

2. Assistance from private sources. This would be non-governmental sources of assistance, including assistance that may be provided to a student from a parent, guardian or other family member, whether residing within the family in the Section 8 assisted unit or not and from other persons not residing in the unit.
3. From an institution of higher education. This requires a reference to a particular institution and the institution's listing of financial assistance.

Financial assistance does not include loan proceeds, therefore, the Perkins, Stafford and Plus loans under the Higher Education Act of 1965 are not considered as financial assistance.

FOSTER ADULT

A foster adult is usually an adult with a disability who is unrelated to the tenant family and who is unable to live alone.

FOSTER CHILDREN

Children that are in the legal guardianship or custody of a State, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with custodial agency. These children will generally remain in foster care until they are reunited with their parents, or until their parents voluntarily terminates or severs the parental right of their biological parents, so that they can become available to be adopted by another family member. Therefore, the parental rights of these children may or may not have been terminated or severed, and children may or may not be legally available for adoption.

FRAUD

Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and cannot be committed accidentally.

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.

GROSS RENT

The gross rent for a unit equals the contact plus the utility allowance, if the property has utility allowance.

GROSS RENT CHANGE

Any HUD approved change in the contract rent or the utility allowance for a unit.

GUEST

A person temporarily staying in a unit with the consent of the tenant or another member of the household who has express or implied authority to consent on behalf of the tenant. [24 CFR 5.100] A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. Additionally, a guest is not a party to the lease agreement.

HARDSHIP EXEMPTION

An exemption from the \$25 minimum rent an owner must provide for any household unable to pay the Section 8 minimum rent due to a long-term financial hardship as defined in the regulation. [24 CFR 5.630]

HEAD OF HOUSEHOLD

The adult member of the family who is the head of the household of purposes of determining income eligibility and rent. [24 CFR 5.504]

HOUSING ASSISTANCE PAYMENT (HAP)

The payment made by HUD or the Contact Administrator to the owner of an assisted unit as provided in the contact. Where the unit is leased to an eligible family, the payment is the difference between the contact rent and the tenant rent. An additional payment is made to the family when the utility allowance is greater than the total tenant payment. A housing assistance payment, known as a “vacancy payment”, may be made to the owner when an assisted unit is vacant, in accordance with the terms of the contact. [24 CFR 880.201]

IMMEDIATE FAMILY MEMBER

Means with respect to a person (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.

INCOME LIMIT

HUD establishes income limits that are used to determine whether housing applicants qualify for admission to HUD-subsidized properties. These income limits are based on HUD estimates for area median family income with certain statutorily permissible adjustment. Different program use different income limits.

INCOME TARGETING

Statutory requirements that at least 40% of new admissions to a Section 8 property in each fiscal year be households with incomes at or below 30% of the area median income. The law ensures that a significant portion of federal housing assistance goes to families with the greatest need. [24 CFR 5.601, 5.603, 5.653]

INDEPENDENT STUDENT

To be classified as an independent student for Title IV aid, a student must meet one or more of the following criteria:

1. Be at least 24 years old by December 31 of the award year for which aid is sought;
2. Be an orphan or a ward of the court through the age of 18;
3. Be a veteran of the U.S. Armed Forces;
4. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
5. Be a graduate or professional student; or
6. Be married.

INSTITUTION OF HIGHER EDUCATION

As defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)

LEASE

A written agreement between an owner and a family for leasing of a decent, safe, and sanitary dwelling unit to the family. [24 CFR 886.102 and 884.102]

LIVE-IN AIDE

A person who resides with one or more elderly persons, near elderly persons, or persons with disabilities, and two:

1. Is determined to be essential to the care and well being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services. [24 CFR 5.403]

MARKET RENT

The rent HUD authorizes the owner to collect from families ineligible for assistance. For section 202 and Section 8 units, the market rent is the same as the contract rent.

MINIMUM RENT

The lowest total tenant payment permitted for tenants receiving Section 8 assistance. The minimum rent is \$25 and is used when 30% of adjusted monthly income and 10% of gross monthly income and the welfare rent (where applicable) are all below \$25. The minimum rent covers the tenant's contribution for rent and utilities.

MIXED FAMILY

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL

A person who owed permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN

A person who is neither a citizen nor national of the United States.

OTHER PERSON UNDER THE TENANT'S CONTROL

The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control. [24 CFR 5.100]

PARENT

The biological or adoptive parents or guardians, such as grandparents, aunt or uncle, and/or godparents.

PARTICIPANT

A Family becomes a participant when the Housing Authority executes a lease on behalf of the Family.

PERSON WITH DISABILITIES (HANDICAPPED PERSON) [as defined for program eligibility purposes]

A person with disabilities means:

1. Any adult having a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.

2. A person with developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (8)), i.e. a person with severe chronic disability that:
 - a) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b) Is manifested before the person attains age 22;
 - c) Is likely to continue indefinitely;
 - d) Results in substantial functional limitation in three or more of the following areas of major life activity:
 - 1) Self-care;
 - 2) Receptive and expressive language;
 - 3) Learning;
 - 4) Mobility;
 - 5) Self-direction;
 - 6) Capacity for independent living;
 - 7) Economic self-sufficiency; and
 - e) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
3. A person with a chronic mental illness, i.e., person who has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and whose impairment could be improved by more suitable housing conditions.
4. Persons infected with the human acquired immunodeficiency virus (HIV) who are disabled as a result of infection with the HIV are eligible for occupancy in the Section 202 projects designed for the physically disabled, developmentally disabled, or chronically mentally ill depending upon the nature of the person's disability.
5. NOTE: A person whose sole impairment is alcoholism or drug addiction (i.e. who does not have a development disability, chronic mental illness, or physical disability that is the disabling condition required for eligibility in a particular project) will not be considered to be disabled for the purposes of the Section 202 and Section 811 programs. [24 CFR 891.305 and 891.505]
6. A person infected with the human acquired immunodeficiency virus (HIV) and a person who suffers with alcoholism or drug addiction, provided they meet the definition of "person with disabilities" in Section 811 (42 U.S.C.) 801 (k) (2). A person whose sole impairment is a diagnosis of HIV positive or alcoholism or drug addiction (i.e. does not meet the qualifying criteria in Section 811) will not be eligible for occupancy in a section 811 project. [24 CFR 891.305]

PET DEPOSIT

An owner may require tenants who own or keep pets in their units to pay a refundable pet deposit.

PHYSICAL DISABILITY

A physical impairment which (A) is expected to be of long-continued or indefinite duration, (B) substantially impedes his or her ability to live independently, and (C) is of such nature that such ability to live independently could be improved by more suitable housing conditions.

PRELIMINARY APPLICATION (i.e. waiting list request)

An abbreviated application form that is used by some owners when the waiting time for an available unit is extensive and requires only enough information to assess apparent program eligibility, place the applicant on a waiting list, and contact applicant when a unit becomes available or additional information is required.

PREMISES

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds. [24 CFR 5.100]

PRORATED ASSISTANCE

Partial rental assistance or reduced housing assistance payments received by mixed families. In mixed families, the level of assistance is calculated at the ratio of eligible family members to ineligible family members.

RECERTIFICATION ANNIVERSARY DATE

Generally, the recertification anniversary date is the first day of the month a tenant moved into a project receiving HUD assistance. As long as an owner processes an annual recertification according to the procedures and deadlines required in HUD handbook 4350.3, changes in the TTP, tenant rent, and assistance payment take effect on the recertification anniversary date.

SEXUAL ORIENTATION

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

SCREENING

A review of an applicant's history to identify patterns of behavior that, if exhibited, the assisted housing development, would make the applicant an unsuitable tenant. Screening criteria may include consideration of drug-related or criminal activity, tenancy, credit and rent payment history, or other behaviors that may affect the rights of other residents and management.

SECURITY DEPOSIT

A payment required by an owner to be held during the term of the lease (or the time period the tenant occupies the unit) to offset damages incurred due to the actions of the tenant. Such damages may include physical damages to the property, theft of property, and failure to pay back rent. Forfeiture of the deposit does not absolve the tenant of further financial liability.

SERVICE ANIMALS

See Assistance Animals.

SINGLE PERSON

Any individual who is not disabled, handicapped or age 62 and older.

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.

STALKING

Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of or serious bodily injury to, or to cause substantial emotional harm to - (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

TENANT

An individual or a family member renting or occupying an assisted dwelling unit. [24 CFR 5.504]

TENANT RENT

The amount payable monthly by the family as rent to the owner.

1. Where all utilities (except telephone) and other essential housing services are supplied by the owner, tenant equals total tenant payment.
2. Where some or all utilities (except telephone) and other essential housing services are not supplied by the owner, tenant rent equals total tenant payment less the utility allowance.

TENANT SELECTION PLAN (i.e. administrative plan)

A formal written policy statement, developed by the owner and available to the public, that clearly states the procedures and criteria the owner will consistently apply in drawing applicant from the waiting list, screening for suitability for tenancy, implementing income targeting requirements, and offering housing assistance and/or assisted housing units. The Tenant Selection Plan also includes policies applied to residents of the property such as how unit transfers are carried out.

TERMINATION OF ASSISTANCE

When a tenant fails to comply with certain HUD program requirements, the owner, under agreements with HUD, is obligated to terminate the assistance provided by HUD on behalf of that tenant.

TERMINATION OF TENANCY

Termination of tenancy occurs when a tenant violates specific provisions of the lease agreement, and the owner notifies the tenant that he/she no longer has the right to occupy the unit as a result of lease violations. The HUD model leases have very specific conditions under which tenancy may be terminated and procedures that must be followed during the termination process.

TOTAL TENANT PAYMENT (TTP)

The total amount the HUD rent formula requires the tenant to pay toward the gross rent. Total Tenant Payment is computed in accordance with the formula in HUD handbook 4350.3.

TUITION

Tuition is defined by each individual institution of higher education.

UNAUTHORIZED OCCUPANT

A person who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit. An owner must follow State or local law regarding an unauthorized occupant and establish an equitable and consistent policy and incorporate that policy into the house rules.

UNEARNED INCOME

Income received that is not wages, tips, or other compensation for work performed.

UNINTENTIONAL PROGRAM VIOLATION

An error or oversight by the tenant that does not involve deliberate, intentional deceit. (See also Fraud)

UNIT TRANSFER

With owner approval, a tenant moves from one unit to another within the same property.

UTILITY ALLOWANCE

HUD's or the Contract Administrator's estimate of the average monthly utility bills (except telephone) for an energy-conscious household. This estimate considers only utilities that are paid directly by the tenant. If all utilities are included in the rent, there is not a utility allowance. Utility allowances vary by unit type and are listed on the project's rent schedule or HAP contract.

UTILITY REIMBURSEMENT

The amount, if any, by which the utility allowance for a unit exceeds the total tenant payment for the family occupying the unit.

VERY LOW-INCOME FAMILY

A very low-income family is a family whose annual income does not exceed 52 percent of the area median income, as determined by HUD, with adjustments for smaller or larger families. [24 CFR 5.603]

VETERAN

Means a person who served in the active military, naval or air service and who was discharged or released under conditions other than dishonorable.

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.

WAITING LIST

A formal record of applicants for housing assistance and/or assisted housing units that identifies the applicant's name, date and time of application, selection preferences claimed, income category, and the need for an accessible unit. The waiting list may be kept in either a bound journal or a computer program. Whichever method is used to maintain the waiting list, the owner must establish a method of documenting the appropriate selection of applicant names from the list.

WELFARE ASSISTANCE

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by the Federal, State, or local government. [24 CFR 5.603]

SECTION XVIII - COMPLIANCE WITH 504 ACCESSIBILITY REQUIREMENTS

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

EXHIBIT I

HOUSING AUTHORITY OF THE CITY OF SALEM ENGLEWOOD EAST PET POLICY [24 CFR 5.300]

A. MANAGEMENT APPROVAL OF PETS

Registration of Pets

1. Pets must be registered with Management before they are brought onto the premises.
2. Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.
3. Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

Management will refuse to register a pet if:

1. The pet is not a *common household pet* as defined below;
2. Keeping the pet would violate any pet restrictions listed in this policy;
3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
4. The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order; or
5. Management reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If Management refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with Management's grievance procedures.

Pet Agreement

1. Residents who have been approved to have a pet must enter into an addendum to the lease agreement with Management, or the approval of the pet will be withdrawn.
2. The pet lease addendum is the resident's certification that he or she has received a copy of the Englewood East pet policy and that he or she has read the policy and understands them, and agrees to comply with them.
3. The resident further certifies by signing the pet lease addendum that he or she understands that noncompliance with Management's pet policy may result in the withdrawal of Management approval of the pet or termination of tenancy.

B. STANDARDS FOR PETS

Management will consider allowing common household pets at Englewood East.

1. Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including hamsters, gerbils, guinea pigs, and rabbits), turtle or fish that is traditionally kept in the home for pleasure rather than for commercial purposes.

The following animals are not considered common household pets:

- Reptiles (i.e. snakes);
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, Rottweiler, Doberman or Chow breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations
- Any animal not permitted under state or local law or code

Number of Pets

1. Residents may own a maximum of 2 pets, only 1 of which may be a dog or cat.
2. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will be counted as 1 pet.

Other Requirements

1. Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
2. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.
3. Pet owners must maintain pets responsibly, in accordance with Management policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315]

Pet Area Restrictions

1. Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
2. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
3. Pets are not permitted in the common areas including lobbies, community rooms and laundry areas of Englewood East except for those common areas which are entrances to and exits from the building.
4. Pet owners are permitted to exercise pets on project premises however; they are responsible for disposing of the pets waste.

Cleanliness

1. The pet owner will be responsible for the removal of waste from any outside common area, including decks or patios, by placing it in a sealed plastic bag and disposing of it in a trash receptacle.
2. The pet owner will take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- 1) Litter boxes will be kept inside the resident's dwelling unit
- 2) Cats must be trained to use a litter box, which must be plastic and kept in the tenants unit.
- 3) Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- 4) Waste must be separated from the litter at least once daily.
- 5) Litter must be disposed of often enough to keep the unit free of odor, but not less than twice a week. Litter waste is to be disposed of in a sealed plastic bag and placed in the property trash container provided at Englewood East.
- 6) Litter will not be disposed of by being flushed through a toilet.

Alterations to Unit

1. Pet owners will not alter their unit, premises or common areas to create an enclosure for any animal.
2. Installation of pet doors is prohibited.

Noise

1. Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

1. Each pet owner will be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.
2. Each pet owner will be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage the property at Englewood East.
3. No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

1. Pets are not to be left unattended for more than 8 hours. The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.
2. A resident who cares for another resident's pet must notify Management and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

1. Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

2. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by Management.

Pet Rule Violations

1. All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.
2. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.
3. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
 - a) That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
 - b) That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
 - c) That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

Notice for Pet Removal

1. If the pet owner and Management are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by Management, Management may serve notice to remove the pet.
2. The notice will contain:
 - a) A brief statement of the factual basis for Management's determination of the pet rule that has been violated;
 - b) The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice; and
 - c) A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

Pet Removal

1. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.
2. If the responsible party is unwilling or unable to care for the pet, or if Management after reasonable efforts cannot contact the responsible party, Management may contact the appropriate state or local agency and request the removal of the pet and/or Management reserves the right to remove the pet from the premises and deliver the pet to the appropriate state or local agency.
3. If it is necessary for Management to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

Termination of Tenancy

1. Management may initiate procedures for termination of tenancy based on a pet rule violation if:
 - a. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and/or

- b. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Emergencies

1. Management will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
2. If it is necessary for Management to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

C. REFUNDABLE PET DEPOSITS

Payment of Deposit [24 CFR 5.318 (d) (1)]

1. If the approved pet is a cat or dog, pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the refundable deposit is \$300. Residents are encouraged to pay the entire deposit, prior to bring the pet into their unit.
2. If the resident is unable to pay the entire deposit prior to bringing the pet into the unit, Management will allow the resident to pay an initial \$50 when the pet is brought into the unit and then pay subsequent monthly payments of \$10 per month until the deposit is paid in its entirety.

Refund of Deposit [24 CFR 5.318(d)(1)]

1. Management will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.
2. The resident will be billed for any amount that exceeds the pet deposit.
3. Management will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, Management will provide a meeting to discuss the charges.

D. OTHER CHARGES

Pet-Related Damages During Occupancy

All reasonable expenses incurred by Management as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project
- The expense of flea elimination will be the responsibility of the resident.
- If the resident is in occupancy when such costs occur, the resident will be billed for such costs in accordance with Managements Schedule of Maintenance and Damage Charges.
- Pet deposits will not be applied to the costs of pet-related damages during occupancy.
- Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

1. A separate pet waste removal charge of \$5.00 per occurrence will be assessed against pet owners who fail to remove pet waste from any common space on the property and in accordance with this policy.
2. Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 30 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Management may not take action for nonpayment of the charge until the conclusion of the grievance process.

ENGLEWOOD EAST PET REGISTRATION FORM

TENANT NAME: _____ ADDRESS: _____

<u>TYPE OF PET (Check one):</u> Dog <input type="checkbox"/> Cat <input type="checkbox"/> Bird <input type="checkbox"/> Fish <input type="checkbox"/> Gerbil <input type="checkbox"/> Hamster <input type="checkbox"/> Rabbit <input type="checkbox"/> Turtle <input type="checkbox"/>	Pet's Name: _____ Breed: _____ Weight (Dog): _____ Color (Dog/Cat): _____ Sex (Dog/Cat): _____ Age: _____
--	--

Does the pet have any health problems? Yes No If yes, please explain: _____

THE FOLLOWING INFORMATION/CERTIFICATIONS MUST BE ATTACHED TO THIS APPLICATION OF REGISTRATION:

- 1) The names, addresses, home and work telephone numbers for two persons who are designated to be responsible for the care of the pet if the if the tenant is unable to care for the pet.
- 2) Certification from the veterinarian that the pet has had all shots and vaccinations, the pet has been spayed or neutered (in the case of a dog or cat), and is in good health.
- 3) Proof the pet is licensed within the Salem urban growth boundary (cats exempt).
- 4) A picture of the pet.

I, _____, do hereby state the information provided here is true and accurate. I have received a copy of the PET POLICY as established by the MANAGEMENT of Englewood East and I have read and fully understand and agree to all of the terms of the Pet Policy.

A \$300.00 refundable deposit is required for a dog or cat. Full Deposit paid \$_____; or Initial deposit of \$50 paid on _____ and \$10 each month to be paid by the ____th day of each month thereafter until the entire \$300 deposit is paid in full.

Signature of Head of Household Date

After review of the application and documentation required, the Salem Housing Authority will process this registration application.

APPROVED BY / MANAGEMENT Representative Signature Date

ENGLEWOOD EAST
ADDENDUM TO THE LEASE
PETS

PETS - This addendum is part of the Lease and may be changed by other conditions pertaining to pets in accordance with any change in the Housing Authority Pet Policy or other regulations specified by the State of Oregon.

The Housing Authority of the City of Salem gives permission to _____ of Englewood East Apartments, Apartment # _____ Salem Oregon 97301 to possess the following described pet:

The Englewood East Pet Policy regarding pets in subsidized projects managed by the Housing Authority of the City of Salem and that are exclusively for occupancy by elderly and/or persons with disabilities are hereby incorporated into this Lease. Tenant has received a copy of this Pet Policy and has complied with the requirements of the Pet Policy.

Tenant agrees to abide by the Pet Policy established by the Housing Authority. IN the event that during the term of this Lease Agreement, and Englewood East Tenant fails to comply with the Pet Policy requirements set out in the Pet Policy, the Landlord may terminate the Lease Agreement.

<hr/>		<u>Housing Authority of the City of Salem</u>	
Tenant	Date	Landlord	
<hr/>		<hr/>	
Tenant	Date	Signature of SHA Representative	Date

NOTICE

Salem Housing Authority does not discriminate on the basis of disability in the admission or access to or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Terry Frazier, P.O. Box 808, Salem Oregon, 97308-0808.
Phone: 503-588-6368 or TDD: 503-588-6447

If you or anyone in your family is a person with disabilities and you require a specific accommodation in order to fully utilize SHA programs and services, please contact SHA at 503-588-6368 to obtain a Reasonable Accommodation Request form.

HOUSING AUTHORITY OF THE CITY OF SALEM
ASSISTANCE ANIMAL GUIDE FOR ENGLEWOOD EAST
[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

A. DEFINITION OF ASSISTANCE ANIMAL

1. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:
 - a. Guiding individuals who are blind or have low vision
 - b. Alerting individuals who are deaf or hearing impaired
 - c. Providing minimal protection or rescue assistance
 - d. Pulling a wheelchair
 - e. Fetching items
 - f. Alerting persons to impending seizures
 - g. Providing emotional support to persons with disabilities who have a disability-related need for such support
2. Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets.

B. APPROVAL OF ASSISTANCE ANIMALS [Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504)] [Fair Housing Act (title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601-3631)]

1. A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.
2. Assistance animals are not required to have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required.
3. Management will not refuse a person with a disability to use and live with an assistance animal that is needed to assist them, unless:
 - a. There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
 - b. There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.
4. Management has the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].
 - a. Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

- b. Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.
- c. When a resident's care or handling of an assistance animal violates these policies, Management will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If Management determines that no such accommodation can be made, Management may withdraw the approval of a particular assistance animal.

C. REQUEST FOR A SERVICE/COMPANION ANIMAL ACCOMMODATION:

A tenant who needs a service/companion animal must submit a request in writing to Management requesting an accommodation for the tenant's disability and describing the requested animal. The tenant is not required to disclose the nature of his/her disability.

D. VERIFICATION OF DISABILITY AND NEED FOR A SERVICE/COMPANION ANIMAL:

The tenant must provide written verification, in a form/format approved by Management, that s/he has a disability and that the accommodation is necessary to give the tenant equal opportunity to use and enjoy the community. The tenant must obtain a signed reasonable accommodation request form from his/her healthcare or mental health provider answering the following questions:

1. Is the person disabled as defined by the fair housing laws?
2. In the health care provider's professional opinion, does the person need the requested accommodation (use of a service/companion animal) to have the same opportunity as a non-disabled person to use and enjoy the housing community?

E. DEPOSITS AND FEES:

1. A service/companion animal is not a pet, therefore tenants who are disabled and who receive approval for service/companion animal, will not be required to make a pet deposit. The tenant is liable for any damage the animal actually causes.
2. A separate service animal waste removal charge of \$5.00 per occurrence will be assessed against assistance animal owners who fail to remove service animal waste from any common space on the property and in accordance with this policy.
3. Notices of service animal waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 30 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Management may not take action for nonpayment of the charge until the conclusion of the grievance process.
4. Charges for service animal waste removal are not part of rent payable by the resident.

F. REMOVAL OF A SERVICE ANIMAL:

If a service/companion animal is unruly or disruptive (i.e. aggressively jumping on people, nipping, or other harmful behavior), Management may require them to remove the service/companion animal.

G. GENERAL RULES

Tenant may be approved for one assistance animal and must abide by the following rules, unless on a case by case basis, exception to this guide is approved by Management:

1. Fish and /or turtles must be kept in an aquarium that holds no more than 10 gallons of water.
2. Other animals in this category must be kept in a portable cage that can be easily moved by the tenant.
3. For the purpose of this guideline the fish or animals that can reasonably be kept in an aquarium or a cage constitutes "one assistance animal."
4. Any aquarium or cage must be kept clean and free of odor.
5. Cats must be trained to use a litter box which must be plastic and kept in the Tenant's unit.
6. Litter must be disposed of often enough to keep the unit free of odors, but not less than twice a week, in a sealed plastic bag and placed in the on-site garbage compactor/bin/receptacle/dumpster.
7. An assistance animal is not to be left unattended for more than 8 hours. Tenant must designate who will care for the assistance animal in his/her absence. The designee must sign a statement that he/she will be responsible for the assistance animal and will abide by the rules of this guideline.
8. An assistance animal may be exercised only in areas designated by Management.
9. The Tenant is responsible to remove all animal waste, place it in a sealed plastic bag and dispose of it in a container specified by Management. Management will charge the tenant a \$5.00 removal fee for each occurrence, if Management is required to pickup up assistance animal's waste. At no time will assistance animal waste be dumped down the toilet/sink.
10. If the death or incapacity of the assistance animal owner threatens the health or safety of the assistance animal, or other factors occur that render the owner unable to care for the assistance animal, the situation will be reported to the responsible party designated by the assistance animal owner.
11. If the responsible party is unwilling or unable to care for the assistance animal, or if after reasonable efforts, Management cannot contact the responsible party, Management may contact the appropriate state or local agency and request the removal of the assistance animal and/or Management reserves the right to remove the assistance animal from the premises and deliver the assistance animal to the appropriate state or local agency.
12. If it is necessary for Management to place the assistance animal in a shelter facility, the cost will be the responsibility of the assistance animal owner.
13. Any conduct in violation of animal cruelty laws may be grounds for requiring that the assistance animal be removed from the home and revoking authorization to keep an assistance animal.
14. For assistance animals that are dogs or cats, Tenant must furnish certification from veterinarian at least annually that the assistance animal is in good health free from fleas, ticks or other vermin and has had all necessary shots and/or vaccinations. Tenants are responsible for keeping all areas where assistance animals are housed clean, safe and free of parasites.

15. A picture of the assistance animal must be provided at the time of registration. Management can refuse to register the assistance animal if the assistance animal is in violation of any applicable assistance animal rule or if tenant fails to update registration.
16. Assistance animals must be under the control of a responsible person when on the Englewood East premises or being transported to and from the residence.
17. If the assistance animal disturbs other tenants by making noise or with threatening behavior or becomes destructive, authorization to keep the assistance animal may be revoked.
18. Tenant must allow Management to inspect the unit for the purpose of determining compliance with the Assistance Animal Guideline.
19. The tenant must agree to pay the cost of any assistance animal-caused damage including, but not limited to, the cost of repairs and replacement to, and fumigation of, the tenant's dwelling unit, and the cost of animal care facilities.
20. The tenant will be liable for any damage or injury whatsoever caused by assistance animal(s) and will pay Management or the designated agents immediately for any costs incurred as a result of damage or injury caused.
21. The tenant accepts full responsibility and indemnifies Management for any claims by or injuries to third parties or their property caused by or as a result of actions by their assistance animal.
22. After the tenant no longer owns an assistance animal or vacates the unit, Management will bill the tenant for costs to repair assistance animal-caused damage.
23. No vicious, dangerous or poisonous assistance animals are permitted to be kept by tenants.
24. Tenant must furnish proof of licenses required for assistance animals in Salem, Oregon.

H. SCHEDULED/AUTHORIZED INSPECTIONS

Whenever an authorized inspection of the residence has been scheduled by Management, if the tenant is not going to be present at time of scheduled inspection(s), the tenant must keep their assistance animal in a kennel, if applicable.

ENGLEWOOD EAST ASSISTANCE ANIMAL REGISTRATION FORM

TENANT NAME: _____

ADDRESS: _____

TYPE OF ASSISTANCE ANIMAL: _____

Assistance animal's Name: _____

Breed: _____

Weight: _____

Color: _____

Sex: _____ Age: _____

Does the assistance animal have any health problems? _____

THE FOLLOWING CERTIFICATIONS MUST BE ATTACHED TO THIS APPLICATION OF REGISTRATION:

- 1) A signed statement from the person agreeing to be responsible for the care of the assistance animal if the tenant is unable to care for the assistance animal, showing name, address and both home and work telephone numbers.
- 2) Certification from the veterinarian that the assistance animal has had all shots and vaccinations, and is in good health.
- 3) Proof the assistance animal is licensed within Salem, Oregon. (Cats exempt)
- 4) A picture of the assistance animal.

I, _____, do hereby state the information provided here is true and accurate. I have received a copy of the ASSISTANCE ANIMAL GUIDE as established by Management. I have read and fully understand and agree to all of the terms of the ENGLEWOOD EAST ASSISTANCE ANIMAL GUIDE.

SIGNED BY: _____ DATE: _____

APPROVED BY: _____ DATE: ____ / ____ / ____
Management Representative

ENGLEWOOD EAST
ADDENDUM TO THE LEASE
ASSISTANCE ANIMAL

Assistance Animal - This addendum is part of the Lease and may be changed by other conditions pertaining to assistance animals in accordance with any change in the Housing Authority Pet Policy or other regulations specified by the State of Oregon.

The Housing Authority of the City of Salem gives permission to _____ of Englewood East Apartments, Apartment # _____ Salem Oregon 97301 to possess the following described assistance animal as an approved reasonable accommodation:

The Englewood East Assistance Animal Guide regarding assistance animals in subsidized projects managed by the Housing Authority of the City of Salem and that are exclusively for occupancy by elderly and/or persons with disabilities are hereby incorporated into this Lease. Tenant has received a copy of this Assistance Animal Guide and has complied with the requirements of the Assistance Animal Guide.

Tenant agrees to abide by the Assistance Animal Guide established by the Housing Authority. In the event that during the term of this Lease Agreement, and Englewood East Tenant fails to comply with the Assistance Animal Guide requirements set out in the Assistance Animal Guide, the Landlord may terminate the Lease Agreement.

	Date	Housing Authority of the City of Salem Landlord
Tenant		

	Date	Signature of SHA Representative	Date
Tenant			

NOTICE

Salem Housing Authority does not discriminate on the basis of disability in the admission or access to or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Terry Frazier, P.O. Box 808, Salem Oregon, 97308-0808.
Phone: 503-588-6368 or TDD: 503-588-6447

If you or anyone in your family is a person with disabilities and you require a specific accommodation in order to fully utilize SHA programs and services, please contact SHA at 503-588-6368 to obtain a Reasonable Accommodation Request form.

EXHIBIT II

INFORMAL REVIEW/HEARING PROCEDURE

- A. An opportunity for an informal review/hearing will be given to Applicants and/or Participants who request such review in writing, by phone or in person within 14 days of the written notice of the adverse action. Applicants/participants will receive notice in writing; specifying the action being taken, the reason for the adverse action, as well as any effective date said action is to take place. Applicants/participants may request the review be conducted in person; by phone or by written communication.

For Applicants/Participants with a disability, the notice will be in a form accessible to the Applicant/Participant and if a request is made to meet in person, the meeting will be held in a location accessible to the Applicant/Participant.

- B. Informal review/hearings will be conducted in accordance with the following rules:
1. The review/hearing will be conducted by person(s) designated by the Housing Authority, other than the person who made or approved the decision under review or a subordinate of such person.
 2. The person(s) conducting the review/hearing may regulate the conduct of the hearing in accordance with Housing Authority procedures.
 3. The Applicant/Participant may be represented at his/her own expense, by a lawyer or other representative.
 4. Evidence may be presented by the Housing Authority and by the Applicant/Participant. Evidence may be considered without following judicial proceedings for rules of evidence.
 5. The person(s) conducting the review/hearing must provide the Applicant/Participant the notice of decision, within five (5) days of the review/hearing. The notice of the decision must briefly state the reason(s) for the decision. Factual determinations shall be based on evidence provided at the review/hearing.
- E. The Housing Authority is not required to provide an opportunity for an informal review/hearing in the following instances:
1. Discretionary-administrative determinations by the Housing Authority or to consider general policy issues or class grievances;
- F. The Housing Authority will not be bound by a hearing decision in the following situations:
1. If a decision is made about a matter for which the Housing Authority is not required to provide a hearing; or,
 2. If a decision is contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.