

PARKWAY VILLAGE  
TENANT SELECTION PLAN

**EFFECTIVE: SEPTEMBER 14, 2010**

## TABLE OF CONTENTS

SECTION 1. MARKETING .....	1
SECTION 2. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY AND SELECTION OF PARTICIPANT HOUSEHOLDS .....	1
SECTION 3. INCLUDED / EXCLUDED INCOME .....	10
SECTION 4. VERIFICATION OF HOUSEHOLD COMPOSITION AND INCOME.....	10
SECTION 5. OCCUPANCY STANDARDS .....	17
SECTION 6. LEASING A DWELLING UNIT .....	18
SECTION 7. EVICTIONS .....	19
SECTION 8. SECURITY DEPOSITS.....	19
SECTION 9. RENT COLLECTIONS.....	19
SECTION 10.TENANT INCOME CERTIFICATIONS.....	19
SECTION 11.ANNUAL RECERTIFICATIONS OF HOUSEHOLD INCOME .....	20
SECTION 12. INTERIM REPORTING OF CHANGES IN FAMILY COMPOSITION.....	22
SECTION 13. TRANSFERS.....	24
SECTION 14. INSPECTIONS .....	27
SECTION 15. SMOKING .....	28
SECTION 16. APPLICANT/PARTICIPANT MISREPRESENTATION/FRAUD.....	29
SECTION 17. DENIAL OF APPLICATION AND TERMINATION OF TENANCY.....	29
SECTION 18. UTILITY ALLOWANCES .....	30
SECTION 19. 504 COMPLIANCE.....	30
SECTION 20. DEFINITION OF TERMS.....	30

## **SECTION 1. MARKETING**

### **Statement of Nondiscrimination**

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

### **Outreach**

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

### **Media Sources**

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

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

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

Other suitable means will be used to publicize the availability of units.

Applications and outreach efforts will be continued whenever it is necessary to maintain an adequate waiting list.

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

## **SECTION 2. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF PARTICIPANT HOUSEHOLDS**

### **Completion of Applications**

A waiting list will be maintained for Parkway Village in date and time order by bedroom size.

## **Determining Eligibility**

To be eligible for placement on the waiting list for all units, the primary applicant(s) must be age 18 or over.

All applicants age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

## **Initial Income Eligibility**

### HOME/TC units:

Applicants must verify by third-party sources to have gross annual income not to exceed 50% of Area Median Income (AMI) income (for the 10 units that area designated HOME units), as established and published by HUD.

Applicant's actual gross monthly income must be at least two times the rent charged for the unit with exception for households who are current Housing Choice Voucher holders.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

### Tax Credit (TC) units

Applicants must verify by third-party sources to have gross annual income not to exceed the 60% AMI limit as established by OHCS.

Applicant's actual gross monthly income must be at least two times the rent charged for the unit with exception for households who are current Housing Choice Voucher holders.

All applicants age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

### Market Rent Units

There is no income eligibility limit for the market units at Parkway Village, other than applicant's actual gross monthly income must be at least two times the rent charged for

the unit, with exception for households who are current Housing Choice Voucher holders.

All applicants age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

## **General Eligibility**

### Full time Students Eligibility/Ineligibility (excludes market rate units)

Households cannot consist entirely of full time students per Chapter 3 of the OHCS LIHTC Compliance Manual.

### Student Definition

Internal Revenue Code Section 151(4) defines the term “student” as “an individual who during each of five calendar months during the calendar year is a full-time student” (OHCS considers the calendar year to be the certification year) at an “educational institution” described in Code Section 170(b)(1)(A)(ii). Treas. Reg. Section 1.151-3(b) provides that a full-time student is one who is enrolled for some part of five calendar months for the number of hours or courses, which is considered to be full-time attendance. The five calendar months need not be consecutive. Full time attendance at an educational institution may include some attendance at night in connection with a full-time course of study. In addition, individuals pursuing a full-time course of institutional on-farm training under the supervision of an accredited agency of such education organization, of a state or political subdivision of the state, are also deemed full-time students.

Educational institutions include colleges, universities, trade, technical and mechanical schools, as well as elementary, junior and senior high schools.

### Exemptions of Student Status

As a general rule, units may not be occupied in it's entirely by full-time students. Thus, if any one single individual in the household is not a full-time student, the application will not be disqualified due to student status.

If all tenants are full-time students, the applicants may still qualify for residency if one of the following exemptions apply:

- Students are married and entitled to file a joint federal income tax return. (A married couple who ha not filed a joint tax return but is eligible to do so will still qualify, but will need to submit a copy of their marriage certificate; or

- The household consists of an independent single parent and his/her children, all of whom are not dependents of a third party other than the absent parent even if the children are listed as dependents on the absent parent's tax return; or
- At least one household member is enrolled in and receiving assistance under the Workforce Investment Act (WIA-formerly the Job Training Partnership Act) or other similar programs operated under Federal, State or local laws; or
- At least one household member previously received Foster Care Assistance under part B or E of Title IV of the Social Security Act (H.R. 3221, effective 07/03/08 forward).

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

### No "Grandfather" Rights

Student status is not subject to any "grandfather" clauses as are income limits. At no time during the lease, or any extension thereof, may the unit be occupied entirely by full-time students who are not otherwise exempt. If the household qualified at move-in but later was comprised of entirely full-time students and did not meet any of the defined exemptions, the household, at that point, no longer qualifies to occupancy a tax credit unit.

### Estrangement or Separation

Applicants and/or tenants who are in the first 6 months of their lease who state that he/she is married but is estranged from or in the process of a separation from his/her spouse, must complete an estrangement/separation certification in order to prove that the spouse will not be residing in the unit.

### Pregnancy

When an unborn child will be included in the household composition in order to qualify the unit, the household must certify their claims of eligibility by signing an Affidavit of Pregnancy.

### **General Requirements**

Positive picture identification will be required for all household members age 18 and above. Positive identification will be required on all other household members, who can include, but not be limited to: birth certificate, valid proof of social security number, immunization record, school record or insurance identification card.

A complete and accurate application listing the current and at least one previous rental reference with phone numbers will be required. Rental history must cover at least a 2 year period.

Applicants must be at least 18 years of age, be able to enter a legal and binding contract, and must disclose and verify that they have a valid/assigned social security number from the Social Security Administration.

### **Rental requirements**

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

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

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

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

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

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

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

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

### **Credit Requirements**

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

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

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

### **Drug-related/Violent Criminal Activity**

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

#### **Drug or Criminal Activity Subject to Denial/Termination**

Drug-related or Criminal Activity – Subject to Denial/Termination Violation	Waiting Period (beginning with the most recent incident date)
Arson I	10 years
Arson II	7 years
Assault II	7 years
Assault III	5 years
Assault IV/Domestic Violence (single minor offense)	Eligible
Assault IV/Domestic Violence (serious or multiple offenses)	3 years
Assault IV (domestic violence while a program participant in any SHA administered program)	5 years
Assault of a Public Safety Officer	5 years
Attempted Homicide	10 years
Burglary <u>I</u> or <u>II</u>	3 years
Criminally Negligent Homicide (Class C Felony)	7 years

Drug sale or distribution	7 years
Drug manufacturing of all drugs other than methamphetamine	10 years
Drug manufacturing - methamphetamine only (conviction)	Ineligible for life
Drug use/possession during the previous 18 months (may be waived with treatment certificate) of marijuana.	3 years
Drug use/possession during the previous 18 months (may be waived with treatment certification) for any drug other than the use/possession of marijuana	5 years
Felon in possession of a firearm	10 years
Forgery	3 years
Harassment/menacing (review the aspects of the case) Class A Class B	3 years 1 year
Holders of a grow site registration card and/or medical marijuana use card, issued by the State of Oregon, will be required to forfeit their grow and/or medical marijuana use card and discontinue growing and/or using medical marijuana in order to be eligible for placement and/or eligible to remain housed.	Ineligible unless they forfeit the card
Identity Theft (Convictions)	5 years
Kidnapping I	10 years
Kidnapping II (custodial interference)	5 years
Maintaining; endangering the welfare of a minor	3 years
Manufacturing Methamphetamine – Conviction	Ineligible for life
Manslaughter - 1 <sup>st</sup> degree (Class A felony)	15 years
Manslaughter - 2 <sup>nd</sup> degree (Class B felony)	10 years
Murder/aggravated murder	Ineligible for life
Pattern of Alcohol abuse	3 years
Requirement to Register sex offender	Ineligible for life
Robbery	7 years
Sex Crimes that do not require registration as a sex offender	5 years
Stalking	3 years
Theft I - (Basic Rule - “take”- wrongfully obtain control or exert unauthorized control over + value over \$1,500)	3 years
Theft II and III - (Basic Rule - “take”- wrongfully obtain control or exert unauthorized control over). Multiple convictions in a 12 month period prior to eligibility determination. Denial is for one year from date of last	1 year

conviction.	
Theft of services (assistance received due to misrepresentation of income or deductions) from any social service agency	3 years
Theft of services (assistance received due to misrepresentation of income or deductions) from SHA or any other Federally assisted housing program.	
Under \$4,999	3 years
\$5,000 - \$7,499	4 years
\$7,500 - \$9,999	5 years
\$10,000 +	10 years
Threatening or violent behavior against an employee of a housing authority	Ineligible for life

Additional non-drug related/violent criminal activity denials tied to lease violations:

Damage beyond Normal Wear and Tear or failure to abide by payback agreement as agreed with the landlord and/or SHA	3 years
Failure to report to SHA composition of the family	3 years
Moved without notice	3 years
Non-payment of rent	1 year
Not reporting the inclusion or move-out of a foster adult, foster child or live-in aid	3 years
Unauthorized Guest	3 years
Violations of the lease not covered by the chart	2 years

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

### **Other Grounds for Denial or Termination**

- Any information provided on the application that is incomplete, inaccurate or falsified, shall be grounds for denial of the application or subsequent termination of tenancy upon determining such falsified information.
- Application will be denied if applicant(s) fails to disclose any criminal activity for any household member on the application, and public record indicates otherwise.

- A family member has committed a drug/violent criminal activity per the Drug/Violent Criminal Activity Chart cited previously.
- Co-signers will not be allowed.
- An applicant or participant who is using an unauthorized and/or invalid social security number.
- An applicant or participant has not signed all release forms required by SHA.
- If screening indicates that additional deposits will be required in more than one category (denied income, rental history, credit history and criminal arrests/convictions), the applicant will be denied.

### **Waiting List Priority**

Approved transfers, will take precedence over placements from the waiting list.

See *Participants Wishing to Move from One Unit to Another* below for more information regarding transfers.

Waiting list households will be placed on the waiting list in the *date and time order of receipt* of application.

### **Maintaining the Waiting List**

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

The pool of active applications shall be kept current by applicants reporting any changes in eligibility and by the withdrawal of applications, when applicants fail to respond to requests to verify eligibility or other correspondence directed to the applicant. Such correspondence shall state that if the applicant does not respond within a given period of time, the application will be withdrawn.

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

If during the applicant's eligibility interview it is determined that the applicant is not eligible, the applicant will be so informed and the application will be classified as ineligible. In such instances, sufficient information is to be retained in the files to establish ineligibility.

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

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

Annual income is defined as the gross amount of income anticipated to be received by all members of the household, with some exceptions, during the twelve (12) months following the date of the certification or recertification.

Income and assets will be determined per 24 CFR Part 5; HUD Handbook 4350.3 Rev. 1 Change 3; the HUD Technical Assistance Guide for Determining Income and Allowances for the HOME Program and the Oregon Housing and Community Services (OHCS) LIHTC Compliance Manual.

#### **Calculating Annual Income**

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

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

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

#### **Mandatory Earned Income Disregard**

##### HOME/TC Units Only

Mandatory Earned Income Disregard is applicable for annual recertifications only.

It is not applicable to initial placements.

Disabled household member(s) who become employed, SHA will determine if the Mandatory Earned Income Disregard applies; per Chapter 3 of the HUD Technical Assistance Guide for Determining Income and Allowances for the HOME Program.

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

## **Picture Identification for Age 18 and Above**

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

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

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

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

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

All household members age 18 and above must disclose and verify a valid/assigned social security number.

Those household members age 18 and over who are unable to disclose and verify a valid/assigned social security number will be denied placement and/or if already residing in the unit, steps will be taken to terminate the lease effective with the next annual recertification, beginning with annual recertification's effective September 1, 2007.

## **Estrangements/Separations**

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

## **Live-in aide**

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

- Essential to the care and well being of the household member;

- In no way obligated to support the household member, and
- Is only in the unit to provide supportive services to the tenant.

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

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

SHA will not:

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

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

### **Verification of Income and Assets (Excluding Market units)**

#### Acceptable Forms of Verification

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

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

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

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

from where it was returned. Verifications will be dated stamped in upon their receipt by management.

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

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

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

## **Assets**

### HOME/TC units

All assets must be verified through third-party sources, regardless of the dollar amount.

### TC Units

Assets totaling \$5,000 or more must be verified through third-party sources. Assets totaling under \$5,000, and the income received from the asset(s) can be self-certified by completing an OHCS Under \$5,000 Asset Certification Form. TC households who declare they have no assets, are not required to complete the above mentioned form.

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

Verification of assets completed by the bank where held;

Copies of bank statements. For checking accounts, applicant/tenant must provide the most recent six months of statements to get the average six-month balance. For savings accounts, applicant/tenant must provide the most recent bank statement.

### Trust Funds

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

### Personal Property Held as an Investment

- A copy of a current appraisal of value.

### Real Estate

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

### Stocks, Bonds, etc.

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

### Retirement and Pension Funds

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

### Whole Life or Universal Life Insurance Policy

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

### Mortgage or Deed of Trust

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

## **Verification of Income**

### Employment Income

- Employment verification form completed by the employer or a statement from the employer on company letterhead (which must include the anticipated income for the following 12 months); or
- If unable to obtain third party verification, management will obtain copies of six of the most current pay stubs from the employer showing gross income per pay period and frequency of pay, or

- A copy of the most recent income tax return signed by the applicant/tenant or copies of Form W-2 providing the amount of income, including income from tips and other gratuities, supported by current check stubs from the employer.

### Self-Employment

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

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

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

### Unemployment

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

### Recurring Contributions to the household

- A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts.

- A letter from the bank, attorney, or trustee providing the necessary information; or
- A statement from the applicant/tenant providing the necessary information. The statement must include an explanation detailing why neither of the alternatives listed above could be obtained.

### Unemployed Applicant/tenant

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

### Income of Students

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

- Part-time or full-time students 24 years of age or older with a dependent child (count NO portion of educational assistance);
- Student loads are excluded from income;
- Exclude the cost of tuition. The cost of tuition is determined by the school (books are not included as a cost of tuition).

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

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

### Alimony/Child Support

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

### Documentation of Alimony/Child Support

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

#### Recurring Contributions to Household

- A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts;
- A letter from the bank, attorney, or trustee providing the necessary information; or
- A statement from the applicant/tenant providing the necessary information. The statement must include an explanation detailing why neither of the alternatives listed above could not be obtained.

#### Unemployed Applicant/Tenant

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

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

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

Maximum number of occupants in a 2-bedroom unit is five (5).

Maximum number of occupancy in a 3 bedroom unit is seven (7).

Exceptions to the occupancy standards:

- Applicants may request an exception to the above occupancy standards. Examples of exceptions are as follows, but not limited to:
- An exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities; or
- An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides and the family does not want to transfer to a larger size unit.
- When evaluating exception requests consideration will be given to the size and configuration of the unit. In no case will an exception be granted that is in violation of local housing or occupancy codes, regulations or laws.
- All requests for exceptions to the occupancy standards must be submitted in writing.
- Approval of all exception requests will be at the discretion of management.

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

Parkway Village will enter into a Lease Agreement with each household. The Lease Agreement reflects the conditions governing occupancy.

### **Execution of Lease Agreement**

All household members are required to be listed on the Lease Agreement.

If at any time during the life of the Lease Agreement, any change in the household's status results in the need to change or amend any provisions of the Agreement, or Parkway Village desires to waive any provisions with respect to the household, (1) the existing Agreement is to be canceled and a new Agreement executed; or (2) an appropriate rider is to be prepared and made a part of the existing Agreement.

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

### **Cancellation of Lease agreement**

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

### **Rental of Garage**

Garage units are available for rent under a separate agreement for tenants of Parkway Village Apartments.

## **SECTION 7. EVICTIONS**

Evictions will be issued within the provisions of the Tenant Lease/Rental Agreement, Oregon state law and the OHCS LIHTC Manual.

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

## **SECTION 8. SECURITY DEPOSITS**

A refundable Security Deposit will be required as follows:

\$350.00; or

If additional deposit is required per Section II of this Policy, the refundable deposit will increase accordingly.

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

## **SECTION 9. RENT COLLECTIONS**

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

Tenants are asked to pay rent with checks or money orders.

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

## **SECTION 10. TENANT INCOME CERTIFICATIONS (TIC)**

### **Tax Credit - Tenant Income Certifications (TIC)**

#### **Initial Certifications**

After obtaining; verifying and computing all income and asset information, a Tenant Income Certification (TIC) is prepared and all household members age 18 and above and a representative of the Housing Authority are required to sign the TIC before signing the lease, but in no case more than ten (10) days prior to move-in.

### **Recertifications**

All units must be certified annually on or before the anniversary of the move-in date. The original move-in date must be carried over onto all subsequent recertifications. Annual recertification TIC's must be signed by all household members age 18 and above and a representative of the Housing Authority any time after all verifications have been collected, but no later than the effective date. In no case can the TIC be signed more than 120 days prior to the effective date.

## **HOME - Tenant Income Certifications (TIC)**

### Initial Certifications

After obtaining; verifying and computing all income and asset information, a HOME Tenant Income Certification (TIC) and a Tax Credit TIC is prepared and all household members age 18 and above, and/or all heads of household; spouses and co-heads (regardless of age), and a representative of the Housing Authority are required to sign both TIC's before signing the lease, but in no case more than ten (10) days prior to move-in.

### Annual Recertification's (HOME units only)

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

After obtaining; verifying and computing all income and asset information, a HOME Tenant Income Certification (TIC) and a T/C TIC is prepared and all household members age 18 and above, and/or all heads of household; spouses and co-heads (regardless of age), and a representative of the Housing Authority are required to sign both TIC's, any time after all verifications have been collected, but no later than the effective date. In no case can the TIC be signed more than 120 days prior to the effective date.

## **SECTION 11. ANNUAL RECERTIFICATIONS OF HOUSEHOLD INCOME (HOME AND TAX CREDIT UNITS ONLY)**

All households, with the exception of households renting a market rate unit, must have income certified annually. The certification is mandatory and the household will be notified by management of the date and time of interview.

If a tax credit or HOME unit participant household's gross annual income exceeds 140% of median

income at the time of their annual/interim recertification, the next available unit of comparable or smaller size within the building will be filled with an income eligible household.

If a tax credit or HOME participant household certifies and verifies at their annual/interim recertification that all household members are full-time students, and are not eligible for an exception per Section II, the next available unit of comparable or smaller size within the building will be filled with an income eligible household, and the tax credit and/or HOME unit becomes a market unit.

### **HOME/TC Units - Annual Recertifications**

Management must obtain third-party verification of all income; assets and asset income for all annual recertifications.

Households whose income is verified to be over the applicable 140% AMI, the next available unit of equal or smaller size must be filled with an income eligible applicant.

If the unit being placed is smaller than the unit that went over the 140% AMI, then two of the next available units must be filled with income eligible applicants.

If the next available units are market units, notify the Housing Services Supervisor in charge of overseeing the Property Management Section and/or the Housing Services Supervisor in charge of compliance, as designations of units will need to be reassigned

### **Market Units – Annual/Interim Recertifications**

Annual and/or Interim recertification's are not applicable to Market units, however households must report any changes in household composition and any additions to the household must be reported to Management and approved by Management prior to their moving into the unit.

See Interims -All Units above.

### **Tax Credit Units - Annual Recertifications**

Third party verification of income is required for annual recertifications. Third party verification of assets and asset income is required when assets total \$5,000 or more.

Households whose income is verified to be over the applicable 140% AMI, the next available unit of equal or smaller size must be filled with an income eligible applicant.

If the unit being placed is smaller than the unit that went over the 140% AMI, then two of the next available units must be filled with income eligible applicants.

If the next available units are market units, notify the Housing Services Supervisor in charge of overseeing the Property Management Section and/or the Housing Services Supervisor in charge of compliance, as designations of units will need to be reassigned.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

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

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

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

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

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

New household members who are age 18 and over, will be required to complete an application and pay all applicable screening fees. If approved, the household will be required to attend an income interview to redetermine eligibility for the HOME or tax credit unit.

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

If all household members on the original lease no longer occupy the unit, management must consider this a new household and the household must be verified to be income qualified and treated as a new move-in.

### **Tax Credit Units - Changes in Household Composition**

#### Requests to Add New Household Member (First Six Months of Lease)

OHCS disallows the addition of a new household member, within the first six months of occupancy, with the exception to children born to or adopted by a member of the original household, unless the household is third party verified to have income below the applicable income limit.

All new household members age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

When a household is adding an adult family member in the first 6 months of the initial lease; SHA will conduct an interim recertification to determine if the household meets the applicable income limit, by obtaining third party verification of income and assets, when assets total \$5,000 or more. If assets are under \$5,000, the household must complete an under \$5,000 asset certification..

Households that are determined to meet the applicable income limit will be processed as a new move-in and a TIC is required to be signed by all household members age 18 and above.

Households that do not meet the applicable income limit, will have their request to add the adult family member denied and/or the household must vacate the unit.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

#### Request to Add Household Member (After First Six months of Lease)

The addition of a new household member, other than by birth or adoption of a child or children by a household member, requires Management to obtain third party verification of the income and assets of the new individual.

All new household members age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

Upon receipt of the third-party documentation, SHA will add the information to the existing households certification (TIC) and have the new member sign and date (actual date signed) the certification (TIC) on the bottom of the first page.

If the combination of income and assets of the existing household and new member exceeds 140% of the income limit, the next available unit will be rented to an income eligible applicant.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

#### Remaining Household Members

When no original household members remain in the unit, Management will conduct an interim recertification to determine if the households meets the applicable income limit, by obtaining third party verifications of income and assets, when assets total \$5,000 or more. If assets are under \$5,000, the household must complete an under \$5,000 asset certification.

Households that are determined to be income eligible, Management will process the action as a move-in.

Households that are determined to be no longer income eligible; will have their request to add the family member denied and/or the household must vacate the unit.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

### **HOME Units - Changes in Household Composition**

See Tax Credit - Changes in Household Composition above.

In addition, any household determined to be over the 50% AMI limit may require designating another unit in the property as a HOME unit. Before proceeding, see the Housing Services Supervisor over Affordable Housing and/or the Housing Services Supervisor over compliance for further direction.

Note: IRS guidance has determined that unborn children can be included as part of the family to qualify the household under the current income limits, as well as to qualify a full-time student household.

### **Market Units - Changes in Household Composition**

Interim recertification's are not applicable to Market units, however households must report any changes in household composition and any additions to the household must be reported to Management and approved by Management prior to their moving into the unit.

See Interims - All Units above.

## **SECTION 13. TRANSFERS**

### **Participants Wishing to Move from One Building to Another**

Parkway Management is required to complete a Unit Transfer Certification Form with each unit transfer processed.

If a qualified household transfers from one unit to another **within the same building**, the two units would exchange (or "swap") status. Approval must be given by the Housing Services Supervisor – Property Management and/or the Housing Services Supervisor - Compliance as the proper designations of units must be documented and changed in the computer system and on applicable property charts.

If both units were tax credit eligible prior to the transfer, their status would remain the same.

A unit transfer taking place within the same building does not require income recertification of the household. The current household's file, which contains the tenant income certification (TIC) and lease for the original unit, will transfer with them. The addition, the rent on the newly occupied unit will remain rent-restricted even if the current household income (based on the most recent TIC completed) exceeds the current applicable income limitations.

**Example** (from the 8823 Guide): An initially income-qualified household occupying a low-income unit in a mixed-use project was determined to have income in excess of 140% of the current AMGI at the time of the last annual income recertification. The household subsequently moved from Unit A, a 2-bedroom (now over-income) unit to Unit B, a vacant 3-bedroom low-income unit. Even though the units are not comparably sized, Unit A is now a low-income unit and Unit B is an over-income unit.

If the transfer involves a HOME unit(s), the tenant must be third party verified to be income eligible for the HOME unit prior to the move being approved. If the tenant is determined to be income ineligible for the HOME unit, the transfer must be denied. If the tenant is determined to be income eligible for the HOME unit, Parkway Management must complete both a T/C and a HOME TIC.

### **Participants Wishing to Move to a Unit in a Different Building**

Parkway Management is required to complete a Unit Transfer Certification Form with each unit transfer processed.

A transfer from one building to another building **within the same project** is allowed, provided the household's current income (based on the most recent TIC completed) **does not exceed 140%** of the current applicable income limit. The vacated unit will assume the status the newly occupied unit had just prior to the transfer. The newly occupied unit will remain rent-restricted and the household's tenant file will transfer with them.

If the transfer involves a HOME unit(s), the tenant must be third party verified to be income eligible for the HOME unit prior to the move being approved. If the tenant is determined to be income ineligible for the HOME unit, the transfer must be denied. If the tenant is determined to be income eligible for the HOME unit, Parkway Management must complete both a T/C and a HOME TIC.

### **HOME/TC Units - Transfers From One Unit to Another Within Same Building and/or From One Building to Another**

In the case of transferring from a TC and/or HOME unit to another HOME designated unit, transfers may only occur if the household is determined by third party verification to meet the applicable income limit of the unit in which they want to transfer. If the

household is determined to be over the applicable income limit, the transfer will be denied.

Special Note: Any household determined to be over the applicable AMI limit for the HOME designated unit, may require designating another unit in the property as a HOME unit. Before proceeding, see the Housing Services Supervisor over Affordable Housing and/or the Housing Services Supervisor over compliance for further direction.

### **Conditions for Approval of Transfers**

Residency must be for a 12 month period (exceptions for those requesting a transfer due to an approved reasonable accommodation move;

No more than three (3) repayment agreements and/or unpaid past due balances in the past 12 months, no current balance due;

No history of disturbances that resulted in lease violations or violence against staff or neighbors as indicated by notices of lease violation in resident file;

Must have a good housekeeping record, including no housekeeping violations or history of tenant caused damages to the unit. Residents with housekeeping standard violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Resident(s) must not have engaged in criminal activity or domestic disturbances that threatens the health and safety of residents and/or staff; and

Can prove that they are able to get utilities turned on in the name of an adult family member in the resident household.

Exceptions to the above standards may be made on a case by case basis at the sole discretion of the Supervisor assigned to the Property Management Section.

### **Reasonable Accommodation Transfer Requests**

Residents will be required to make the request in writing to Management by using Management's reasonable accommodation request form.

Management will respond by approving the transfer and putting the resident on the approved transfer list; deny the transfer or require more information or documentation from the family.

All reasonable accommodation transfers must meet the above conditions for approval of transfers, with the exception of the length of residency.

### **Resident Requests to Move for Personal Reasons**

Resident is required to fill out and submit to Management a Request to Transfer form.

Residents must meet the above conditions for approval of transfers.

If the conditions are met, the resident will be placed on a transfer waiting list by date and time order of the request; according to the bedroom size they are requesting to transfer to.

### **Offer of Units**

Management will offer the resident units as they become available. Once the resident rejects offers of two available units, the resident will be ineligible for transfer and their name will be removed from the approved transfer list and they will be notified that they may reapply for a transfer anytime 6 months after the second rejection.

As part of the approval process, a transfer inspection will be completed by Management to assess any damage to the unit and/or other tenant charges at move out. If it is determined that estimated charges for the current unit, exceed the security deposit paid, the transfer may be denied.

### **Security Deposits**

When a resident household transfers from one unit to another, Management will transfer their security deposit to the new unit. The resident will be billed for any maintenance and/or other charges due for the "old" unit and any maintenance charges that are incurred will be due 30 days from the date of the billing.

### **Cost of Transfers**

It is the resident's responsibility to bear the cost for all moves, unless the move is required by Management due to unforeseen circumstances such as but not limited to water damage; fire.

### **Transfers Will be Processed in the Following Order:**

Emergency transfers (i.e. hazardous conditions such as water damage; fire)  
Reasonable accommodation transfers;  
Resident requested transfers

Transfers will take precedence over waiting list admissions.

## **SECTION 14. INSPECTIONS**

### **Periodic Inspections**

SHA will inspect each unit annually and at other times necessary to ensure that the tenant is meeting the obligation to maintain the unit. SHA conducts inspections using

the Uniform Physical Conditions Standards established by the Housing and Urban Development Department (HUD).

### **Inventory**

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

### **Painting**

The interior of the apartment will be painted as needed.

### **Garbage Collection**

A private firm will collect the garbage.

### **Upkeep and Maintenance of Grounds**

SHA will utilize its regular staff for the upkeep and maintenance of grounds, entryways and common areas, or contract for maintenance services.

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

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

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

## **SECTION 15. SMOKING**

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

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

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

### **Enforcement Plan**

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

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

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

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

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

#### **SECTION 16. APPLICANT/PARTICIPANT MISREPRESENTATION/FRAUD**

Misrepresentation and fraud will be handled per the Lease Agreement.

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

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

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

#### **SECTION 17. DENIAL OF APPLICATION AND TERMINATION OF TENANCY**

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

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

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

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

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

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

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

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

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

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

Applicants who are full time students may be denied application, or have steps taken to terminate tenancy if unable to verify the household meets and exception to the student rule.

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

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

## **SECTION 18. UTILITY ALLOWANCES**

Utility allowances will be reviewed, and adjusted if necessary, on an annual basis.

## **SECTION 19. 504 COMPLIANCE**

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

## **SECTION 20. DEFINITION OF TERMS**

### Annual Income

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

### Applicant

A household who is seeking assistance and has not yet executed a lease.

### Contract Rent

The total amount of rent specified in the Rental Agreement/Lease.

### Domestic Partnership

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

### Drug

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

### Drug-related Criminal Activity

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

### Gender identity

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

### Guest

A guest/visitor is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

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

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

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

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

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

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

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

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

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

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

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

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

#### Low Income

Annual gross income, which is 60% of the median income as, published by HUD.

#### Other person under the tenant's control

Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is

defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

- Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;
- Is a short-term invitee who is only under the tenant's control during the period of the invitation and is on the premises because of that invitation; and
- Would be limited by the brevity of the visit and would not extend to activity off the public housing premises

### Participant

A Family becomes a participant when the Authority executes a rental agreement/lease on behalf of the Family.

### Premises

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

### Sexual orientation

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

### Source of Income

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

### 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.