

STATEMENT OF POLICIES
GOVERNING ADMISSION TO
AND CONTINUED OCCUPANCY OF:

SOUTHVIEW TERRACE

Effective: 03/01/2008

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SECTION I. MARKETING

A. Statement of Nondiscrimination

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

B. Outreach

The Housing Authority will provide information pertaining to occupancy through the following actions:

Media to be used:

- a. 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.
- b. Radio. The various major Salem radio stations are used to assist in reaching the general public through radio spots, news releases, and talk shows.
- c. Neighborhood Newsletters. Information is provided to the various Salem neighborhood associations and periodic articles are written in neighborhood association newsletters to promote Salem Housing Authority’s programs and services.

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

SECTION II. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF TENANTS

A. Completion of Applications

The Housing Authority shall maintain a separate waiting list for:

Southview Terrace

B. Determining Eligibility

- 1. To be eligible for placement, applicant(s) must be:

At least 62 years of age and must disclose and verify that they have a valid/assigned social security number from the Social Security Administration.

- 2. Income Eligibility

- a. Applicants shall have annual gross incomes not to exceed 60% of median income as established and published by HUD.
- b. Tenant households requesting to add an adult family member age 62 or above to the household in the first six-months of their initial 12 month lease, must be able to verify that the household meets the applicable income limit for a new admission, including the new household member. Tenant households who are unable to verify that they meet the applicable income limit when including the new household member(s) will be notified that the adult family member(s) age 62 or above will not be allowed to reside in the unit.

C. General Requirements

1. 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).
2. Incomplete, inaccurate or falsified information will be grounds for denial.
3. Application will be denied if applicant fails to disclose any criminal activity for any household member on the application and public record indicates otherwise.
4. Co-signers will not be allowed.
5. Applicants that owe money to the Authority (within the most recent 7 years), or any other PHA, in connection with any assisted housing program, may apply for assistance and be placed on the waiting list, however, all money owed must be paid to the PHA in which the debt was incurred prior to receiving any form of assistance.

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

6. Eligibility/ineligibility of full-time students

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. School attendance exclusively at night does not constitute full-time attendance. However, 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.

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:

- All of the students file a joint federal income tax return. A copy of the joint tax return or marriage license should be included in the file; or
- The household consists of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party. (Note: The effective date of this exemption applies to T/C allocations made after June 30, 1992); or
- They receive assistance under the TANF program as such program activities and participation are related to families with dependent children;
- They are enrolled in and receiving assistance under the Job Training Partnership Act (JPTA) or similar governmental job training programs. Note: The JPTA program no longer exists. The workforce Investment Act (WIA) was implemented as a replacement. OHCS has no opinion as to whether enrollment in any of the WIA programs would qualify as an exception.

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.

Note: Per OHCS LIHTC Manual Fifth Edition November 2007 – the student rule is no longer applicable to post-15 year projects. Southview Terrace was placed in service in 1993 and therefore entered its post 15 year extended use agreement period is effective 1/1/09 and the student rule will no longer be applicable with all placements and/or annual recertifications with an effective date beginning 1/1/2009 and on.

7. 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.

Income requirements

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

Rental requirements

1. 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.
2. Home ownership is verified through the county tax assessor. Mortgage payments must be current.
3. Home ownership negotiated through a land sales contract will be verified through the contract holder.
4. FED/judgment free rental history will be required for the most recent 12-month period. For those applicants with FED's/judgements dated older than the most recent 12 months, if approved, an additional security deposit equal to one month's contract rent will be required.
5. 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.
6. Rental history reflecting past due rent or an outstanding balance may be denied if such money owed was incurred in the most recent 7 year period. 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.
7. 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.
8. 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

1. Good credit will be required.
 - a. Outstanding bad debts (excluding medical collections) incurred in the most recent two year period, totaling less than \$2,499 (i.e. slow pay, collections, bankruptcies, repossessions, liens, judgments, and wage garnishment programs) may require payment of an additional security deposit equal to one month's contract rent.
 - b. Outstanding bad debts (excluding medical collections) incurred in the most recent two-year period totaling \$2,500 or more will be denied, unless applicant can provide verifiable rental history showing no past due debt or outstanding balance for the preceding twenty four (24) month period. Upon providing verifiable rental history, applicant may be required to make payment of an

additional security deposit equal to one month's contract rent, based solely at the discretion of Management on a case by case basis.

- c. Outstanding bad debt up to \$4,999 incurred more than two years prior to application, may require payment of an additional security deposit equal to one month's contract rent.
 - d. Outstanding bad debt (excluding medical collections) exceeding \$5,000 regardless of when the debt was incurred, will result in the application being denied, unless applicant can provide verifiable rental history showing no past due debt or outstanding balance for the preceding twenty four (24) month period. Upon providing verifiable rental history, applicant may be required to make payment of an additional security deposit equal to one month's contract rent, based solely at the discretion of Management on a case by case basis.
2. 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

1. Upon receipt of the rental application the Salem Housing Authority 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.

See the Drug or Criminal Activity Subject to Denial/Termination Chart for violation and waiting period requirements.

Drug-related or Criminal Activity – Subject to Denial/Termination Violation	Waiting Period (beginning with the most recent incident date)
2 nd degree Manslaughter (Class B felony)	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
Attempted Homicide	10 years
Burglary	3 years
Criminally Negligent Homicide (Class C Felony)	7 years
Drug sale, manufacturing or distribution	7 years
Drug sale, manufacturing or distribution w/in 1,000 feet of a school	10 years
Drug use/possession (may be waived with treatment certificate) of marijuana excluding 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
Harassment/menacing (review the aspects of the case)	
Class A	3 years
Class B	1 year
Holders of a grow site registration cards issued by the State of Oregon will be required to forfeit their grow card and discontinue growing in order to be eligible for placement and/or eligible to remain housed, regardless if they are also holders of an Oregon Medical Marijuana card.	Ineligible unless they forfeit the card
Identity Theft	5 years
Maintaining; endangering the welfare of a minor; and/or criminal mistreatment	3 years
Manufacturing Methamphetamine – Conviction	Ineligible for life
Murder (Aggravated), Murder and 1 st degree Manslaughter (Class A felonies)	Ineligible for life
Pattern of Alcohol abuse	2 years
Register sex offender	Ineligible for life
Robbery	7 years
Sex Crimes that do not require registration as a sex offender	10 years
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 activity-free record from Salem Police Department

C. Waiting List

1. It is the intention of the Authority to leave the waiting list open. The waiting list may be closed when it is determined that there is an adequate supply of applicants on the list to cover placements in a twelve month period. When waiting lists are open, applications will be accepted from all those who are apparently eligible.
2. The pool of active applications shall be kept current by applicants reporting any changes in eligibility and by withdrawing applications when applicants fail to respond to the Housing Authority's requests to verify eligibility or other correspondence directed to the applicant from the Housing Authority. Such correspondence shall state that if the applicant does not respond within a given period of time, the Housing Authority's intent is to withdraw the application.
3. Each application shall reflect the date and time received and will be placed on a computerized waiting list.
4. If during the applicant's interview it is determined that the applicant is ineligible, the applicant will be so informed and the application will be classified as ineligible. In such instances, sufficient information is to be retained in the files to establish ineligibility.

D. Selection of Tenants from Waiting List

1. Some Families will be assisted without being placed on the waiting list.
 - a. A current occupant of another unit in the same project will be offered a wheelchair adapted unit when one becomes vacant if they have a handicap requiring the adaptable features of the vacant unit and they are currently occupying a unit not having such features.

Wheelchair adapted units will be offered:

- First - To current tenant(s) who require the features of the unit. Tenants will be offered the unit by the date of their approved reasonable accommodation request verifying the need for the features of the unit.
- Second - To applicants, in date and time order on the waiting list, who verify the need for the features of the unit; and.
- Third – To applicants, in date and time order on the waiting list, who are eligible for the tax credit unit and who does not require the adapted features of the vacant unit.

- b. Transfer of current tenants from one non-accessible unit to another in the same project

Tenants must submit a request in writing to management, to move to another unit within the building.

Tenants will be placed on a transfer waiting list in date and time order of management's receipt of their request.

- First priority will be given to those who have requested and received approval for a transfer as a reasonable accommodation.

Reasonable accommodation transfers will be offered in date and time order of their approved request.

- Second priority will be given to all other transfer requests, in the date and time order of management's receipt of their request.

Tenants who are on the transfer list and who are found to be in good standing will be considered for a transfer to a vacant unit, before management refers to the waiting list.

Tenants who transfer must conduct an eligibility interview, and if determined to be over the applicable income limit, the file is to be documented that they are an existing tenant moving to another unit within the same building.

- c. The Housing Authority will make the final determination of transfer eligibility.
2. In offering units to applicant on the waiting list, applicants will be selected by date and time order on the computerized waiting list, with the oldest date being the first notified.
 3. 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 III. INCLUDED/EXCLUDED INCOME

- A. 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.
- B. Income and assets will be annualized per OHCS LIHTC Compliance Manual, Chapter 5 – Qualifying Tenants.
- C. Management will refer to Exhibit 5-1, “Income Inclusions and Exclusions” of the HUD handbook 4350.3 Rev-1 (Exhibit E.9) for included and/or excluded income and management will refer to Exhibit 5-2, “Asset Inclusions and Exclusions” for assets.
- D. Income of students: All educational assistance of part-time or full-time adult students is considered income with the following exceptions:
 - 1. Part-time or full-time students 24 years of age or older with a dependent child;
 - 2. Student loans;
 - 3. Cost of tuition. The cost of tuition is determined by the school (books are not included as a cost of tuition).
 - 4. Earned income of full-time students age 18 or older who are not the head, co-head Or spouse is excluded to the extent that it exceeds \$480.

SECTION IV. VERIFICATION OF FAMILY COMPOSITION AND INCOME

- A. All household members required to provide picture identification.
 - 1. Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.
- B. If head of household and/or spouse is unable to provide picture identification, two other forms of identification will be required in lieu of the picture identification. The Authority will determine if the identification provided is acceptable.
 - 1. Other forms of acceptable identification may include, but are not limited to: birth certificate, social security card, insurance identification card.
- C. All family members must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing or terminate the lease of the family at their next schedule annual recertification beginning with annual recertifications effective September 1, 2007.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information. If the family member is in a household that is already residing in one of the units covered under this policy, steps will be taken to terminate the lease at their next scheduled annual recertification, beginning with annual recertifications effective September 1, 2007.

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

- D. 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.

- E. 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.
- F. All regular sources of income, including asset income, must be verified for all initial placements and for the 1st year annuals for a post 15 year project when assets total more than \$5,000. Verification must be received prior to the execution of the Tenant Income Certification and the actual move-in date. Faxed verifications will be accepted as long as the verifiable source receives and re-submits the fax.

Southview Terrace will obtain post-15 year status in calendar year 2009. Until calendar year 2009 the Authority will third party verify income/assets/family composition for all initial placements and annual recertification's, however effective 1/1/09 the following will apply:

1. All annual recertification's effective in calendar year 2009 will be processed as post first year annuals and all income/assets/family composition will be third party verified. After the 1st post year annuals have been completed for tenants with annual recertification's effective in calendar year 2009, tenants will self-certify their income and assets. Third party verifications are no longer required.
2. Initial placements into the project will continue to require third party verification prior to placement.

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

- F. 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.
- G. 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.
- H. 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.
- I. 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.

Acceptable forms of income verifications

- a. Employment Income

- i. 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 able to document management is unable to obtain
 - ii. Copies of six of the most current pay stubs from the employer showing gross income per pay period and frequency of pay, unless tenant is able to verify that their employment started within the six most current pay stub period; or
 - iii. 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.

- b. Self-Employment
 - i. 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
 - ii. 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
 - iii. 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.

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

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

- e. Alimony/child support
 - i. Alimony or child support that is court ordered or otherwise supported by a written document must be included as income unless:
 - a. 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
 - b. Reasonable efforts have been made to collect the amount due, including filing with courts or agencies responsible for enforcing payments.
 - ii. Child support or alimony can be verified through the following documentation:

- a. 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;
 - b. A printout or statement from the Support Enforcement Agency (for child support verification) addressing support for all children in the household;
 - c. An affidavit from the person paying support;
 - d. A copy of the most recent check and documentation regarding the frequency of payments;
 - e. 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.
- f. Recurring Contributions to the household
- i. A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts.
 - ii. A letter from the bank, attorney, or trustee providing the necessary information; or
 - iii. 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.
- g. Unemployed Applicant/tenant
- i. 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.

Acceptable forms of Asset Verification

Household with combined assets of \$5,000 or more must be third-party verified and may be documented by using an asset verification form.

- h. Account held by a bank (i.e. checking, savings)
 - i. Verification of assets completed by the bank where held;
 - ii. 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.
- i. Trust Funds
 - i. A letter from the trust administrator or representative;
 - ii. A copy of the most current fund statement
- j. Personal Property Held as an Investment
 - i. A copy of a current appraisal of value.

k. Real Estate

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

l. Stocks, bonds, etc.

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

m. Retirement and Pension Funds

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

n. Whole Life or Universal Life Insurance Policy

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

o. Mortgage or Deed of Trust

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

J. 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 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. Beginning in the calendar year 2009, all initial placement TIC's will indicate it is a post-15 year initial.

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 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. Annual recertification TIC's for calendar year 2009, will indicate they are a post-15 year 1st annual.

Annual recertification's conducted for effective dates in calendar year 2010, will be handled by self certification by the tenant household. The TIC must be signed by all household members and a representative of the Housing Authority no later than the effective date of the annual recertification due date. All annual recertifications from calendar year 2010 on – the TIC will indicate they are a post-15 year self-certification.

SECTION V. OCCUPANCY STANDARDS

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

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

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2

One Bedroom:

- 1 adult (age 62 or older)
- 2 adults (Same sex or husband/wife or spousal relationship, both being aged 62 or older)

SECTION VI. SECURITY DEPOSITS

A refundable Security Deposit will be required as follows:

\$150.00; 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 VII. LEASING OF DWELLING UNIT

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

A. Execution of Rental Agreement

1. All Family members are required to execute a Rental Agreement, in duplicate, prior to actual admission. The copy is to be given to the Tenant and the original retained by the Authority.
2. The initial lease term will be for a minimum 12-month term.
3. If at any time during the life of the Rental Agreement, any change in the Tenant's status results in the need to change or amend any provisions of the Agreement, or if this Authority desires to waive any provisions with respect to the Tenant, (1) the existing

Agreement is to be canceled and a new Agreement executed; or (2) an appropriate rider is to be prepared and made a part of the existing Agreement.

B. Cancellation of Rental Agreement

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

SECTION VIII. ANNUAL AND INTERIM RECERTIFICATION OF TENANT INCOME

A. Annual Recertification's

1. All households must have income verified annually. The certification is mandatory and the household will be notified by management of the date and time of interview
2. Properties that are in the post 15 year stage must verify income/assets at the first annual certification that the project enters the extended use period, and management will check the box titled "post-15 year (1st annual) on the Tenant Income Certification. For Southview Terrace, this stage will apply in calendar year 2009.
3. Subsequent annual recertification's will then be accomplished by management obtaining self-certification from the tenant(s), and management will check the box titled "post 15-year (self-certification) on the tenant income certification.

B. Interim Recertification's

1. An interim recertification is required whenever a person age 62 or over is added to the household, or when a change in household composition results in a change in income (i.e. death, marriage, divorce, or household member vacates a unit).
2. SHA will allow the addition of new household member(s) age 62 or above in the first six months of the initial lease term, as long as the new household is income qualified and treated as a new move-in.
3. SHA will not add an individual age 62 year of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number.
4. 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.

SECTION IX. APPLICANT/TENANT MISREPRESENTATION/FRAUD

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 X. DENIAL OF APPLICATION AND TERMINATION OF TENANCY

- A. The Housing Authority may deny an application, deny participation, and decline to enter into a Lease, or take steps to terminate tenancy in the following cases:
1. Households with outstanding balances incurred in the most recent 7 years, owed to the Salem Housing Authority (SHA) in connection with any SHA administered housing program/project (excluding emergency housing programs), 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.
 2. 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.
 3. If an applicant household provides incomplete, inaccurate or falsified information, the Housing Authority 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, the Housing Authority may take appropriate steps to terminate tenancy.
 4. 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 or terminate the lease of the family at their next schedule annual recertification, beginning with annual recertification's effective September 1, 2007.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information. If the family member is in a household that is already residing in one of the units covered under this policy, steps will be taken to terminate the lease at their next scheduled annual recertification, beginning with annual recertification's effective September 1, 2007.

SHA will not add an individual age 62 years of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number

5. If an applicant or participant fails to sign all release forms required by the Housing Authority, their application may not be accepted.
6. Any material violation of the rental agreement is grounds for termination of the tenancy.
7. Failure to comply with the annual recertification requirements is grounds for termination of tenancy.
8. Applicant household who do not meet the requirements under Section II.

SECTION XI. EVICTIONS

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

SECTION XII. MAINTENANCE CHARGES TO TENANTS

- A. Maintenance charges will be made in accordance with the Housing Authority's "Schedule of Maintenance Charges."
- B. Maintenance charges will be due in full 30 days after the billing date.

SECTION XIII. DEFINITION OF TERMS

Annual Income

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

Applicant

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

Approved Transfers

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

Contract Rent

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

Covered Person

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

Domestic Partnership

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

Drug

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

Drug-related Criminal Activity

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

Eligible Applicant

A family that meets income eligibility and reference criteria.

Family (Southview Terrace/Englewood West)

1. A single person who is at least 62 years of age; or
2. Two persons who are at least 62 years of age sharing residency, whose income and resources are available to meet the Family's needs and who are related by blood, marriage, or operation of the law, or have evidenced a stable Family relationship.
3. A single person who is at least 62, who requires a live-in aide (see live-in aide definition).

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 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.

Identification

Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.

Other acceptable forms of identification may include, but are not limited to: birth certificate, social security number, insurance identification card.

Live-In Aide

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

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

Other person under the tenants control

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

- Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;
- Is a short-term invitee who is only under the tenant's control during the period of the invitation and is on the premises because of that invitation; and

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

Participant

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

Premises

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

Sexual orientation

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

Source of Income

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

Very-Low Income Family

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

Violent Criminal Activity

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.