

Housing Authority of the County of San Bernardino



Admissions and Continued Occupancy Policies

Building Communities, Changing Lives

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Housing Authority of the County of San Bernardino
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CHAPTER 1: GENERAL POLICIES

1.0 STATEMENT OF GENERAL POLICIES

This Admissions and Continued Occupancy Policy (ACOP) is aligned with the Moving to Work Agreement (“MTW Agreement”) executed on March 14, 2008, by and between HUD and the Authority. The MTW Agreement governs and supersedes, as appropriate, applicable Federal laws, rules, regulations, contracts, and agreements that have been or will be waived and/or modified by the MTW Agreement and subsequent amendments to the Agreement. This ACOP in conjunction with the approved MTW Annual Plan and corresponding Implementation Plans for each approved MTW activity together comprise the operational policies and procedures for the Public Housing Program. The Housing Authority of the County of San Bernardino and private property management companies contracted by the Housing Authority to administer its assisted housing sites (hereafter “Authority”) are committed to policies that fully comply with all laws of the United States, State of California, and the County of San Bernardino with respect to discrimination, civil rights and fair housing.

1.1 POLICIES WITH REGARD TO FAIR HOUSING

Federal laws require HACSB to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. HACSB will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

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- Violence Against Women Reauthorization Act of 2005 (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of residents, applicants, or staff that may subsequently be enacted

No applicant for or resident of public housing (“person”) shall be subjected to discrimination because of race, color, religion, sex, disability, familial status, marital status, sexual orientation or national origin.

1.2 SPECIFIC DISCRIMINATORY ACTIONS PROHIBITED

The Authority shall not deny, restrict, segregate, or provide in a different manner any housing, accommodations, facilities, services, financial aid, or other benefits to a recipient under any program or activity of which the authority is a party, directly or through contractual or other arrangement, on the grounds of race, color, religion, sex, disability, familial status, or national origin.

HACSB will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

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1.3 HOUSING DISCRIMINATION COMPLAINT

The Authority will provide information to all applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them. The U.S. Department of Housing and Urban Development (HUD) Housing Discrimination Complaint forms (HUD-903) will be available at Authority offices. Authority staff will assist, if requested, any applicant or tenant who alleges housing discrimination complete the form and provide the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Applicants or residents who believe that they have been subject to unlawful discrimination may notify the Housing Authority either orally or in writing. The Housing Authority will attempt to remedy discrimination complaints made against the HACSB.

The Housing Authority will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The Housing Authority will ask all applicants and residents if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the Housing Authority by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

Contact information for requests for accommodation for persons with disabilities will be included on related correspondence.

1.4 EXCEPTIONS FOR NORMAL OPERATION OR STATUTORY OBJECTIVE OF ANY PROGRAM OR ACTIVITY

The Authority may take an action otherwise prohibited by Section 1.2 of this Chapter if the action reasonably takes into account age as a factor necessary to the normal operation or the achievement of any statutory objective of a program or activity (24 C.F.R. 146.13).

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1.4.1 HOUSING DESIGNATED FOR ELDERLY

The provisions regarding familial status and age shall not apply to housing provided by the Authority that are specifically designated and operated to assist elderly persons.

1.4.2 POLICIES WITH REGARDS TO DISABILITIES

The Authority will carry out all activities in conformity with Section 504 of the Rehabilitation Act of 1973. No qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives financial assistance from this Authority.

1.4.2.1 DEFINITION OF INDIVIDUALS WITH DISABILITIES

An individual with disabilities is a person who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently
 - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - d. Has a developmental disability as defined in 42 U.S.C.6001.
3. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
4. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
5. Means "individual with disabilities," for purposes of reasonable accommodation and program accessibility for persons with disabilities, one who:
 - a. Has a physical or mental impairment which substantially limits one or more of such person's major life activities;

- b. Has a record of such an impairment; or
- c. Is regarded as having such an impairment.

1.4.2.2 DEFINITION OF PHYSICAL OR MENTAL IMPAIRMENT

The definition of a physical or mental impairment is as follows:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, cardiovascular, reproductive, digestive, respiratory, genitourinary, hemic and lymphatic, skin, and endocrine;
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or
3. Has a psychiatric disability or a history of a psychiatric disability or has alcoholism or has a history of abusing alcohol or are HIV positive or has AIDS or has a history of using illegal drugs, but do not use them now;

1.4.2.3 DEFINITION OF MAJOR LIFE ACTIVITIES

Major life activities include functions, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

1.4.2.4 DEFINITION OF HAS A HISTORY OF

Has a history of means that one has been classified (or misclassified) as having, a mental or physical impairment that substantially limits one or more major life activities.

1.4.2.5 DEFINITION OF HAVING SUCH AN IMPAIRMENT

Having such an impairment means has a physical or mental impairment that does not substantially limit major life activities but is treated as constituting such a limitation; has a physical or mental impairment that substantially limits major life activities only as a result of the attitude toward such impairment; or has none of the impairments defined in paragraph 1.10 of this section but is treated as having such an impairment.

1.5 REASONABLE ACCOMMODATION

The Authority will make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit, including public and common areas.

Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Allowing an HACSB-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with HACSB staff

Anyone completing an application will also receive a "Request for Reasonable Accommodation" form. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing.

The Housing Authority must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on HACSB, or fundamentally alter the nature of the HACSB's operations (including the obligation to comply with HUD requirements and regulations).

In determining whether an accommodation would impose an undue burden on the operation of the Authority, factors to be considered include:

- A. The nature and the cost of the accommodation;
- B. Available funding;
- C. The impact of the accommodation upon the operations of the Authority;
and
- D. The way the Authority conducts business.

1.6 PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the Housing Authority ensure that persons with disabilities related to hearing and vision have reasonable access to the Housing Authority's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the Housing Authority shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display/teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with HACSB staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

1.7 PROHIBITED INQUIRIES

The Authority will not make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling or any person associated with that person, has a disability or to make inquiry as to the nature or severity of a disability of such a person.

1.8 PERMITTED INQUIRIES

All applicants, whether or not they have disabilities, may be asked by the Authority:

- Their ability to meet the requirements of ownership or tenancy;

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- Their qualifications for a dwelling available only to persons with disabilities or to persons with a particular type of disability;
- Their qualifications for a priority available to persons with disabilities or to persons with a particular type of disability;
- Whether they are a current illegal abuser or addict of a controlled substance; and
- Whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

1.9 LIMITATIONS

For purposes of this part, housing, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for individuals with disabilities and non-disabled persons, but must afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement.

Nothing in this subpart requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

1.10 TRANSLATION OF DOCUMENTS

HACSB acknowledges the importance of serving Limited English Proficiency (LEP) persons and therefore a Language Access Plan (LAP) has been adopted that addresses meaningful access to its housing programs by persons with LEP. In accordance with Federal guidelines, HACSB will make reasonable efforts as appropriate and in consideration of cost and availability of resources to provide language assistance for its LEP residents, applicants, and/or persons eligible for HACSB programs. The Authority's LAP can be located on the Agency's website at or at the Property Management Office.

1.11 POLICIES WITH REGARD TO THE PRIVACY ACT

Records subject to the provisions of the Privacy Act will be maintained with appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on who information is maintained.

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1.11.1 RESPONSIBILITY

Each manager has the responsibility for establishing and implementing appropriate safeguards to ensure the security and confidentiality of the Privacy Act records he/she manages.

1.11.2 APPLICABILITY

These guidelines apply to all Privacy Act records, automated and manual.

1.11.3 SENSITIVE INFORMATION

Information such as credit history, arrest record, date of birth, social security number, medical records, financial status, and similar information would normally be considered sensitive.

1.11.4 MANUAL RECORDS

Managers should consider the sensitivity of the data contained in the records and the anticipated threats or hazards to their security as a basis for establishing safeguards to provide adequate protection. Privacy Act records containing non-sensitive information with few anticipated threats or hazards should be maintained subject to the following minimum safeguards:

- A. Areas in which the records are maintained or regularly used should be posted with a warning that access to the records is limited to authorized persons. The warning should state that the Privacy Act provides for civil and criminal penalties for unauthorized disclosure of records to which it applies;
- B. During working hours, the area in which the records are maintained or regularly used should be occupied by authorized personnel or access to records should be restricted by their storage in locked file cabinets or a locked room;
- C. During non-working hours, access to the records should be restricted by storage in locked file cabinets or a locked room; and
- D. Care should be taken to ensure that master keys are not available to unauthorized personnel.

1.11.5 SENSITIVE RECORDS

The manager should develop and implement more stringent safeguards if the sensitivity of the records or the anticipated threats or hazards to their security warrants more stringent safeguards. In all cases, the safeguards applied to any group of records should conform to the description of safeguards contained in the published Federal Register notice covering the group of records.

1.11.6 METHODS OF DESTRUCTION

The destruction of records subject to the Privacy Act should be sufficient to prevent the association of any individual name or identifier with any information pertaining to that individual. Acceptable methods of destruction include burning, shredding, or pulping.

1.11.7 AUTHORIZATION FOR RELEASE OF INFORMATION

Each member of a household who is 18 years or older must sign a consent form, "Authorization for the Release of Information/Privacy Act Notice." Household members may be required to sign additional consent forms, as determined by the Housing Authority. Failure to sign consent forms may result in the denial of eligibility or termination of assisted housing benefits or both. This information will be obtained to verify household income, eligibility for assisted housing benefits and that benefits are set at correct levels.

1.11.8 USE OF INFORMATION OBTAINED

The Authority will protect the income information in accordance with the Privacy Act of 1974, 5 U.S.C. 552a and the California Right to Financial Privacy Act (Division 7 of Title 1 of the Government Code). HACSB may disclose information for certain routine uses including determining eligibility, appropriate bedroom size, determining rent and utilities, to the U.S. Department of Housing and Urban Development to assist in managing and monitoring Authority programs. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors.

1.12 POSTING OF POLICES RULES AND REGULATIONS

1.12.1 CHARGES

Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Property Management Office and shall be furnished to applicants and residents on request.

1.12.2 THIRTY (30) DAY NOTICE

Schedules, rules and regulations may be modified from time to time by the Authority provided that the Authority shall give at least 30-day written notice to each affected resident setting forth the proposed modification, the reasons thereof and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

- A. Delivered directly or mailed to each tenant; or
- B. Posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Property Management Office, if any, or if none, a similar central business location within the community.

CHAPTER 2 ELIGIBILITY AND ADMISSIONS

2.0 NONDISCRIMINATION

- A. It is the policy of the Housing Authority of the County of San Bernardino, hereinafter referred to as the Housing Authority or the Authority, to comply fully with the following laws:
- Title VI of the Civil Rights Act of 1964
 - Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
 - Executive Order 11063
 - Section 504 of the Rehabilitation Act of 1973
 - The Age Discrimination Act of 1975
 - Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
 - Violence Against Women Reauthorization Act of 2005 (VAWA)
 - Any applicable state laws or local ordinances and any legislation protecting individual rights of residents, applicants, or staff that may subsequently be enacted
- B. The Authority will comply with any legislation protecting the individual rights of applicants or staff which may subsequently be enacted.
- C. The Authority shall not discriminate because of race, color, religion, sex, disability, familial status, marital status, sexual orientation or national origin in the leasing, rental or other disposition of housing or related facilities (including land) included in any development or developments under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use of occupancy thereof.
- D. The Authority shall not on account of race, color, religion, sex, disability, familial status, marital status, sexual orientation or national origin:
- Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
 - Provide housing which is different than that provided by others;
 - Subject a person to segregation or disparate treatment;

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- Restrict a person's access to any benefit enjoyed by other requirements for admission;
 - Deny a person access to the same level of services; or
 - Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing program.
- E. The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible and qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing outline.
- F. The Housing Authority will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.
- G. The Housing Authority records with respect to applications for admissions to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination of the Authority as to eligibility or non-eligibility of the applicant; where eligible the unit size required; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

2.1 WAITING LIST

HACSB maintains site-based waiting lists. Applicants must apply and be placed on the site-based waiting list.

2.1.1. MARKETING

It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover, and waiting list characteristics. The Housing Authority will periodically assess these factors in order to determine the needs and scopes of the marketing effort. In the event that additional applications are required to attain any of the objectives and preferences established in this statement, Housing Authority will engage in an outreach effort directed towards those potential applicants who might fulfill that need. However, Housing Authority

will avoid any outreach methods which are likely to result in the receipt of application from large numbers of applicants whom it will be unable to serve within a reasonable period of time.

2.1.2 OPEN WAITING LIST

If the waiting list is open, the Authority must accept a pre-application from a person or family that wants to apply, even if an informal discussion indicates that the applicant may not be eligible.

2.1.3 CLOSED WAITING LIST

The Authority, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. For any unit size or type, if the Authority's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the Authority may close the waiting list completely; close the list during certain times of the year; or restrict intake by preference, type of community, or by size and type of dwelling unit.

The Authority will publicly announce the decision to close the waiting lists, restrict intake, or open the waiting lists by advertising in local newspapers and informing local agencies and nonprofit entities that service the same population.

2.1.4 WAITING LIST PRE-APPLICATION

Applicants will be responsible for completing pre-application forms for each of the AMP-based waiting lists for they wish to be considered. When completing the pre-application, the applicant will be required to provide answers to certain key questions concerning the applicant's eligibility, preferences, and resident history.

The Authority will make available to each applicant the approximate length of the waiting list and the approximate number of units at that management point. Applicants will be informed about other assisted housing opportunities provided by the Authority. A manager may provide interested applicants with a pre-application form and forward that form to the other management point(s).

Each applicant must complete a written pre-application for placement on an AMP-based waiting list will request the following information:

- The name of the head of household;

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- The head of household's social security number, address and a telephone number;
- Date of birth;
- Monthly household income, annual household income and source of income;
- The composition of the household including number of adults, children, and seniors;
- Whether applicant or spouse is employed in San Bernardino County;
- Interest in being placed on an AMP-based waiting list; and
- Veteran status

All pre-applications will be dated and stamped at the time of their disbursement.

2.1.5 WAITING LIST PLACEMENT AND SELECTION

Applicants will be placed in order of the date and time of the applicant's request of their pre-applications if the completed application is returned within 30 days, otherwise the date and time received will be utilized for placement on the waiting list. If HACSB determines that the family is not eligible for placement on the waiting list, the Authority will send written notification of the notice of denial. The notice will specify the reasons for ineligibility for placement on the waiting list, and will inform the family of its right to request an informal hearing.

2.1.5.1 LOCAL PREFERENCES

Applicants will be selected in order of time and date of acceptance of their pre-application except for local preferences based on local housing needs and priorities, as determined by the Authority using generally accepted data sources. Applicants will be given a preference on the waiting list in the following order:

- A. Veterans Preference: A preference will be given to veterans or surviving spouses of veterans and active military personnel.
- B. Family, Elderly, and Disabled: A preference will be given to households with two or more members or a household with an elderly or disabled head of household.
- C. Residency Preference: A preference will be given to families who reside in San Bernardino County in order to respond to local needs and priorities of the need for assisted housing in San Bernardino County. Applicants who are working or who have been notified that

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they are hired to work in the San Bernardino County area will be treated as residents of San Bernardino County. The residency preference is not based on how long the applicant has resided in or worked in San Bernardino County. This residency preference will be implemented in accordance with applicable nondiscrimination and equal opportunity requirements.

D. Deconcentration Income Preference: In accordance with the Authority's Annual Plan, to attain, to the maximum extent feasible, communities that are comprised of families with a broad range of incomes and to avoid concentrations of poverty, the Authority may select an applicant that will promote the Authority's deconcentration efforts.

2.1.5.2 SPECIAL ADMISSIONS

The Authority may use its available public housing units to assist either displaced public housing residents, voucher participants, or other disaster victims who are non-participants.

2.1.5.3 REASONABLE ACCOMMODATION PROGRAM TRANSFERS

In order to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities, the Housing Authority may use its available MTW Funds to relocate a family that is a current participant in any HACSB subsidized housing programs, including but not limited to: Public Housing Program, Tenant-Based Voucher Program, Project-Based Voucher Program, with a disabled head of household or family member, to another HACSB subsidized housing program.

Examples include:

- There are no public housing units to accommodate the family's household size based on occupancy standards
- There are no ADA/504 units available to accommodate the family's needs (i.e., customized wheelchair exceeds normal dimensions, other specialized equipment needs, etc.)
- There are no public housing units/communities that meet a medically necessary restriction or requirement.
- There is a significant, identified barrier to that participant in the private market to finding and securing stable private sector housing that meets

their disability needs, including but not limited to ADA complaint and mobility accessible units.

2.1.6 INCOME TARGETING REQUIREMENT

Not less than forty percent (40%) of the families admitted to an Authority's public housing program during the Authority's fiscal year from the Authority's waiting list shall be extremely low income families; a family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. Other admissions must be at or below eighty percent (80%) of the County's median income.

2.2 ELIGIBILITY FOR ADMISSION

Applicants must meet all eligibility criteria to be admitted to the public housing program as described in this Chapter.

2.2.1 DEFINITION OF A FAMILY

To be eligible the household must meet HACSB's definition of a family that is as follows:

- A. An elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
- B. A disabled family: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- C. A family with or without children: Two or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet family needs.
- D. A single person: A person who lives alone, or intends to live alone, who is not categorized as elderly, disabled, or the remaining member of a resident family.

2.2.2 INCOME ELIGIBILITY

The applicant's family income must not exceed the Income Limits for Occupancy as approved by the U.S. Department of Housing and Urban Development (HUD). These income limits will be adjusted periodically. No income deductions are permitted in determining the applicant family's eligibility. A family may not be admitted to a public housing program from another assisted housing program or from a public housing program operated by another Housing Authority without meeting the income limit restrictions applicable to the Authority.

The income limit restrictions do not apply to a family which needs or wants to transfer to another dwelling unit within the public housing program at HACSB. The income limit restrictions do not apply to someone already in the program who has to enter into a new lease.

2.2.3 CITIZENSHIP ELIGIBILITY

The applicant and all members of the applicant's family must be citizens, nationals, or have eligible immigration status. Mixed families, where some members are citizens, nationals, or have eligible immigration status and some are not, are eligible for prorated assistance.

2.2.4 OTHER ELIGIBILITY CRITERIA

All applicants must also meet the following eligibility criteria:

- A. The applicant must satisfy in full any overdue accounts or indebtedness owed Housing Authority resulting from previous tenancies in any housing development or housing program administered or managed by the Housing Authority.
- B. The applicant's lease must not have been terminated for cause by Housing Authority within the previous three years nor has a previous application from the applicant been denied.
- C. In accordance with HUD guidelines and in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, the Housing Authority will obtain criminal summary history information from Federal, State, local law enforcement agencies, and/or the FBI on all prospective adult residents of public housing owned or operated by the Housing

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Authority for the purpose of determining resident eligibility. The Housing Authority will review all applicants against the following additional criteria:

1. History of criminal activity involving crimes of physical violence to persons or property or other criminal acts which might have an adverse effect on the health, safety and welfare of other residents;
 2. History of any drug-related or violent criminal activity which would adversely affect the health, safety, well being or right to peaceful enjoyment of the premises by other residents or Housing Authority employees;
 3. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by others which shall only be evaluated as an aggravating factor in the context of a criminal conviction or in the context of a prior housing eviction;
 4. Any family member registered as a lifetime sex offender who are ineligible for assisted housing for life; and
 5. Any family member convicted of producing or manufacturing methamphetamines on the premises of an assisted housing unit. Such individuals are ineligible for assisted housing for life.
- D. In accordance with HUD guidelines and in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, the Housing Authority will screen all applicants against the following additional criteria:
1. Is there evidence of a record of disturbing neighbors, destruction of property, or living and housekeeping habits at prior residences that might adversely affect the health, safety and welfare of other residents?
 2. Does the applicant have a poor past performance in meeting financial obligations, especially rent?
 3. Does the family have the ability to maintain (or with assistance have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits, and whether such habits could adversely affect the health, safety, or welfare of other residents?

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4. Has a family member convicted of fraud in connection with any federally and state assisted housing program, including the intentional misrepresentation of information related to their application or benefits derived thereof?
- E. The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. These requirements do not apply to noncitizens who do not contend eligible immigration status.
- F. The applicant, spouse, and each member of the applicant's household who is 18 years of age or older, must sign and submit a Form HUD-9886, "Authorization for the Release of Information" and other release forms necessary for the Housing Authority to verify the family's income and other eligibility factors.

2.2.5 APPLICANT INTERVIEWS AND VERIFICATION DOCUMENTS

When an applicant is selected from the waiting list the Housing Authority will mail the applicant a Public Housing Application. The family will be scheduled for an eligibility briefing and interview.

The briefing will include:

- A. Description of the public housing program and its requirements;
- B. Description of rent determination;
- C. How to access resident programs and supportive services;
- D. Information about housing authority rules; and
- E. Basis for termination of tenancy and eviction.

Applicants must complete the mailed Public Housing Application and provide requested verifications to determine eligibility. The following items will be verified to determine qualification for admission to public housing:

- A. Family composition and type (Elderly/Disabled/Non-elderly)
- B. Annual Income
- C. Preferences
- D. Social Security Numbers of all household members, except ineligible noncitizens
- E. Information Used in Applicant Screening

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Verification of factors to determine eligibility for admissions to the programs shall be limited to review of the documents requested by HACSB and provided by the applicant family. Although no further verification will be required HACSB does reserve the right to conduct third party verification. However, HACSB will continue to utilize third party screening and verification of factors impacting criminal history of applicants. Applicants may be required to provide HACSB with information regarding assets that they own and/or have access to in accordance with HUD's definition of assets at the time of initial application. However, income from assets reported will be excluded from calculation of annual income and tenant rent.

Applicants must sign releases, verification consent forms, and otherwise cooperate fully in obtaining or providing the necessary verifications. Failure on any applicant's part to provide or sign required documents will result in the rejection of the application and removal from the waiting list.

HACSB will obtain a declaration of citizenship or eligible immigration status from every household member, or a declaration on non-contending status.

Screening factors used in the application process include, but are not limited to: security and background check, credit check, payment history for utility charges, financial ability to pay rent, prior landlord history, and a home visit. Failure to complete or comply with any of these phases will result in application denial.

Housing Authority staff will complete a Screening Interview Checklist for each application file. If, at any point in the screening process, it becomes clear to staff that an applicant will not meet the screening criteria, the checklist will be signed and the denial noted.

2.3 APPLICANT SCREENING POLICIES

All applicants for public housing will be screened according to the basic policies and standards set forth in this Admission and Continued Occupancy Policy (ACOP).

The screening criteria in the ACOP are based on those set forth in the HUD Regulations [24 CFR §960.205] and in the applicable sections of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The regulations require an assessment of the behavior of each Applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease. The essential obligations of tenancy may be summarized as follows:

- A. To pay rent and other charges under the lease in the manner set forth by the Housing Authority in the lease;
- B. To care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way; not to create or maintain health, safety or sanitary hazards, and to report, promptly maintenance needs;
- C. Not to interfere with the rights and enjoyments of others, and not to damage the property of others;
- D. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near the premises; and
- E. To comply with necessary and reasonable rules and program requirements of HUD and the Housing Authority; to comply with health and safety codes.

2.4 SCREENING CRITERIA RELATED TO CRIMINAL AND DRUG RELATED ACTIVITIES

HACSB will screen all applicants 18 years of age and older for criminal and drug related activity. The screening criteria related to criminal and drug related activity is outlined in this section.

2.4.1 SCREENING RELATED TO CRIMINAL ACTIVITY

The Housing Authority will verify any involvement in criminal activity on the part of any applicant family member who intends to reside in the Housing Authority leased premises. Applicants will be advised on the pre-application and at the start of the screening interview that criminal behavior will jeopardize admission to a Housing Authority community. Criminal activity that occurs while an applicant's family is on the Housing Authority's waiting list will receive additional weight in the Housing Authority's decision to reject an applicant family.

Involvement in criminal activity by any member of an applicant family that would adversely affect the health, safety or welfare of other residents will be verified using information from the criminal records system of the City and County of San Bernardino, the State of California, and the federal National Crime Information Center (the "NCIC"). The Housing Authority will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review criminal history background reports

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for any criminal activity during the ten (10) year period prior to consideration for admission.

HACSB may use a third party channeling agent to check criminal history. The Housing Authority will use the criminal records system of the City and County of San Bernardino, the State of California, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:

- A. Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors within the past ten years;
- B. Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;
- C. Lifetime sex offender registration requirement for any household member. The Housing Authority will check in California and any other states where any family member is known to have resided.

The criminal records system also shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property. Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the Housing Authority will not admit persons engaging in any criminal activity violating state and/or federal law. The Housing Authority will not admit persons who are currently on parole.

Examples of criminal offenses that will be considered include, but are not limited to:

- A. Homicide, murder, voluntary manslaughter;
- B. Rape, sexual battery, or other aggravated sex-related crimes;
- C. Child molestation, child sexual exploitation;
- D. Drug charges;
- E. Kidnapping, false imprisonment;
- F. Terrorism;
- G. Arson;
- H. Possessing, transporting or receiving explosives or destructive devices with the intent to kill, injure, intimidate or destroy;
- I. Assault and battery (simple and aggravated);
- J. Trafficking, distribution, manufacture, sale, use or possession of illegal firearms;
- K. Carjacking;

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- L. Robbery;
- M. Hate crimes;
- N. Criminal damage to property endangering life, health and safety;
- O. Threatening or intimidating assault including but not limited to the unlawful discharge of firearms at any location;
- P. Aiding and abetting in the commission of a crime involving violence;
- Q. Drug manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, including possession of drug paraphernalia;
- R. Other violent or drug-related offenses that may pose a threat to public health and safety, including involvement in a street gang.
- S. Child neglect;
- T. Disorderly conduct;
- U. Abuse or pattern of abuse of alcohol;
- V. Motor vehicle theft;
- W. Fraud to obtain assistance;
- X. Burglary, larceny, receiving stolen goods;
- Y. Prostitution and solicitation of prostitution;
- Z. Vandalism;
- AA. Abusive behavior towards HACSB personnel, neighbors or landlords;
- BB. Other offenses that may pose a threat to public health and safety, including involvement in a street gang.
- CC. Facilitation of criminal or drug-related activity.

In applying the above provisions, the Housing Authority will consider the nature of the offense and any mandatory penalties in accordance with Federal, State, or local laws.

Documentation of any of the above stated criminal and drug related crimes by any applicant family member who intends to reside in the Housing Authority leased premises may result in rejection of the applicant family. Documentation of such activity may be considered alone or in conjunction with other criminal activity.

Notwithstanding any other provision of law, the Housing Authority shall permanently prohibit admission to all federally assisted housing programs to any applicant household that includes any individual who is subject to a lifetime

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registration requirement under a State sex offender registration program. [QHWRA; Subtitle F: §578(a)]. No mitigating circumstances will be considered. Further, the Housing Authority shall permanently deny admission to all federally assisted housing programs, any applicant or household member who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of federally assisted housing. No mitigating circumstances will be considered. [Sec. 16; subsection (f) of the USHA as amended by Sec. 428 of the FY 1999 Appropriations Act].

All criminal activity will be weighed against the obligations of tenancy, including the likely impact on a Housing Authority community and the danger to the health or safety of residents or staff. The Housing Authority considers certain criminal acts or repeated criminal behavior as evidence that the applicant is not capable of meeting lease requirements.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the HACSB will notify the family in writing of the denial and provide a copy of the record to the applicant and to the subject of the record, upon request. The family will be given an opportunity to dispute the accuracy and relevance of the information.

Prior to a determination of denial of assistance for criminal activity and drug-related activity, the Housing Authority may consider:

- A. The dates, subject to any local criteria, and circumstantial activity, the seriousness of the offense, whether the offense occurred only once or was repeated, and the number and duration of rehabilitation efforts, if any, and whether offender has avoided subsequent criminal activity or behavior since the offense.
- B. However, consideration of the above circumstances does not guarantee that an applicant will be admitted. Evidence of certain crimes or repeated crimes can result in rejection. Evidence of mitigating circumstances or evidence of rehabilitation does not require the Housing Authority to disregard potentially disqualifying activity.

2.4.2 SCREENING RELATED TO DRUG ACTIVITY

The Housing Authority will screen all applicants ages 18 years and older for drug related activity. HACSB will not admit current users of illegal drugs or alcohol abusers. Additionally, HACSB is a federally funded Agency and as a result, does

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not recognize State and Local laws that decriminalize certain drugs, including medical marijuana.

The Fair Housing Act explicitly states that current illegal drug users ARE NOT a protected class (persons with disabilities) and permits Housing Authority to reject such applicants. Further, notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. [QHWRA; Subtitle A; Sec. 506(3)]

Applicants who are former drug users and whose housing histories reveal no circumstances which point to future lease compliance problems, will be considered for admission. However, if problems with housing or criminal histories emerge during screening or the applicant's own disclosures indicate that the applicant may be a current user of illegal drugs, the Housing Authority will require documentation that the applicant is no longer using drugs.

HACSB will require an applicant to document that he or she is a former user if objective evidence raises a question about whether the applicant is a current user of illegal drugs. However, demonstrating that a person is not a current user does not automatically guarantee admission. The household must still meet all other applicable screening criteria.

Where an applicant's documentation from the criminal records system includes numerous drug-related and other crimes (felonies or misdemeanors not necessarily drug related) Housing Authority will deny admission, but will consider information from drug treatment centers to be provided by the applicant. Successful recovery does not mean that the Housing Authority will ignore a background of criminal behavior. Demonstrating that an applicant is not a current user is only part of the screening evaluation; all other screening criteria must be met.

It is the Housing Authority's policy that an applicant who the Authority believes exhibits a pattern of abuse of alcohol that may interfere with the health, safety or right to peaceful enjoyment of Housing Authority property by residents and employee will be denied admission.

2.4.3 CONFIDENTIALITY OF CRIMINAL RECORDS

Pursuant to Section 575; (c) (5) of the Quality Housing and Work Responsibility Act of 1998 ("QHWRA"), the Housing Authority, when receiving criminal records, may use such information only for the purposes provided in this subsection and

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such information may not be disclosed to any person who is not an officer, employee, or authorized representative of the agency and who has a job-related need to have access to the information in connection with admission of applicants, eviction of residents, or termination of assistance.

For judicial eviction proceedings, disclosures may be made to the extent necessary. The Secretary shall establish procedures necessary to ensure that information provided under this subsection to a public agency is used, and confidentiality of such information is maintained, as required under this subsection.

Any person who knowingly and willfully requests or obtains any information concerning an applicant for, or resident of, covered housing assistance pursuant to the authority under this subsection under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The term "person" as used in this paragraph includes an officer, employee, or authorized representative of the Housing Authority. [QHWRA; Section 575; (c) (6)]

Any applicant for, or tenant of, covered housing assistance affected by; 1) a negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the Housing Authority which disclosure is not authorized by this subsection; or 2) any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority, the responsible entity for such unauthorized action. The district court of the United States in the district in which the affected applicant or tenant resides (San Bernardino), in which such unauthorized action occurred, or in which the employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters. Appropriate relief that may be ordered by such district courts shall include reasonable attorney's fees and other litigation costs. [QHWRA; Section 575; (c)(7)]

The Housing Authority is responsible for establishing a system by which all information received from police departments and/or drug treatment facilities is:

- A. Maintained confidentially in accordance with section 543 of the Public Health Service Act (12 U.S.C. 290dd-2);
- B. Not misused or improperly disseminated; and
- C. Destroyed once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing

a challenge to the HACSB action without institution of a challenge or final disposition of any such litigation.” If the application is denied due to criminal history, the records can be retained until the time to request a hearing has expired or until any hearing request or lawsuit has been resolved.

2.5 SCREENING CRITERIA RELATED TO TENANCY OBLIGATIONS

In addition to screening conducted on criminal and drug related activity, HACSB will screen applicants for other criteria to ensure they can meet all tenancy obligations.

2.5.1 CREDIT CHECKS

The Housing Authority will complete a credit check on all public housing applicants. HACSB will make a careful examination of the credit report. The report will be checked to determine if there are inconsistencies in the applicant’s housing history as reported to the Housing Authority on the application form or other documents. Housing Authority staff will consider negative credit information in light of its impact on tenancy. Thus, poor credit with respect to non-payment or delinquent payment of utilities will be given greater weight than non-payment or delinquencies for other consumer obligations.

Housing Authority will consider bad credit in light of any mitigating circumstances that can be documented by the applicant (e.g. domestic violence, illness or medical problems that limited a family’s financial resources). If an applicant has filed bankruptcy and this is reflected in the credit report, Housing Authority will determine if bankruptcy included debts related to resident and shelter costs. Applicants will not be rejected solely on the basis of the bankruptcy filing.

If the Housing Authority rejects an applicant because of poor credit history, the Housing Authority staff will advise the applicant in the rejection notice of his/her rights under state and federal law to:

- A. Examine the credit report;
- B. Dispute and correct inaccurate credit information. Should the applicant successfully demonstrate to the Housing Authority that the credit record is inaccurate and the report is corrected, the Housing Authority will consider reinstatement to the waiting list using the original date and time of application and any applicable preferences.

2.5.2 PREVIOUS LANDLORD REFERENCE CHECKS

HACSB will examine an applicant's housing history over the past 5 years. In order to obtain the most accurate information on an applicant's housing history, the Housing Authority may use combinations of years and tenancies. If the current housing provider is a relative, additional information on the applicant's ability to comply with lease terms may be collected by the Housing Authority. Where a current or previous landlord is a relative of the applicant, the Housing Authority will give more weight to those periods where the applicant lived in a unit provided by a landlord not related to the family.

The Housing Authority will examine tenancy history over a longer period of time when the information obtained from the time period is insufficient. When examining an applicant's rental history, the Housing Authority will focus on those periods where the applicant made sustained periodic payments in support of housing related costs.

Performance in meeting financial obligations will be checked first by contacting the current housing provider and two prior providers (if applicable).

The Housing Authority will attempt to verify that the applicant is the tenant of record by contacting the landlord. HACSB will also accept other credible references that can verify address and tenancy status for the period under review, and any of the secondary forms of verification described below.

Staff will check Housing Authority's records, landlord records and court records to determine whether the applicant has been evicted from Housing Authority, any other assisted housing, or any other property in the past. Housing Authority will also use credit or eviction service information to check for any record of evictions.

Conditions of former tenancy may not always apply to an applicant. Any family member who signed a previous lease or occupancy agreement will be considered responsible for the family's former actions.

Staff may consider the mitigating circumstances of any past eviction or termination and its relevance to Housing Authority tenancy.

2.5.3 UTILITY PAYMENT SCREENING

The Housing Authority will also interview the applicant concerning history of utility payments. Where applicants have had past responsibility for utility payments, the

Housing Authority will use account records provided by utility companies as an indicator of applicant's ability to pay.

The Housing Authority owns public housing units where the resident is responsible for the utility payments. In accordance with the Admissions and Occupancy Policy and the lease, HACSB requires that applicants offered units with resident-paid utilities be able to secure utility service in their name and upon request provide copies of utility bills to the Housing Authority. Present ability to obtain utility service is considered an indicator of the applicant's past performance in meeting financial obligations.

2.6 VIOLENCE AGAINST WOMEN ACT

Section 607(2) of the Violence against Women Reauthorization Act of 2005 (VAWA) prohibits HACSB from denying admission to an applicant who otherwise qualifies for the public housing program on the basis that the applicant is a victim of domestic violence, dating violence, or stalking.

The Housing Authority acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the Housing Authority's policies. Therefore, if the Housing Authority makes a determination to deny admission to an applicant family, the Housing Authority will include in its notice of denial:

- A statement of the protection against denial provided by VAWA
- A description of Housing Authority confidentiality requirements
- A request that an applicant wishing to claim this protection submit to the Housing Authority documentation meeting the specifications below with her or his request for an informal hearing.

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking must provide documentation (1) demonstrating the connection between the abuse and the unfavorable history and (2) naming the perpetrator of the abuse. The documentation may consist of any of the following:

- A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence, or stalking (Form HUD-50066)
- A police or court record documenting the domestic violence, dating violence, or stalking

- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

2.7 APPLICANT ELIGIBILITY DETERMINATION

Applicants determined eligible and suitable for admission will be notified by mail or in a format designated by the applicant. Eligibility factors will be reevaluated every six months pending a unit offer. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by Housing Authority such as turnover rates and market demands, as they affect bedroom sizes and community location [24 CFR §960.208(b)].

2.8 APPLICANT INELIGIBILITY DETERMINATION

Applicants determined to be ineligible for admission will receive a Notice of Ineligibility from Housing Authority, stating the basis for such determination. HACSB shall provide such applicants with an opportunity for an informal hearing of the determination. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process except for denial of admission because the Housing Authority has determined that no one in the family is a citizen, national, or eligible immigrant. [24 CFR §960.208(a)]

Applicants who are known to have a disability and have been determined eligible but who fail to meet the screening criteria, may ask for reasonable accommodation in order to meet the obligations of the lease and to fully participate in the program. All requests for reasonable accommodation must be submitted in writing. Housing Authority will not assume that an individual with a known or assumed disability requires reasonable accommodation.

2.9 ELIGIBLE HOUSEHOLD UNIT OFFERS AND ASSIGNMENT

The Housing Authority will offer eligible households units based on the criteria outlined in this section. A holding deposit, in the amount of two hundred dollars (\$200) will be required at acceptance of the unit offer. The unit offer will be based on wait list placement and local preferences as outlined in this chapter.

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2.9.1 OCCUPANCY STANDARDS

In assigning families to public housing unit, the Authority will assign bedroom sizes based on the following occupancy standards:

- A. No more than two (2) persons regardless of sex or age would be required to occupy a bedroom;
- B. Husband and wife or cohabitating partners share the same bedroom; and
- C. A live-in aide who is not a member of the family should not be required to share a bedroom with another member of the household.

OCCUPANCY STANDARDS

| <u>Number of Bedrooms</u> | <u>Number of Persons</u> | |
|---------------------------|--------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| 0 | 1 | 2 |
| 1 | 1 | 2 |
| 2 | 2 | 4 |
| 3 | 4 | 6 |
| 4 | 6 | 8 |
| 5 | 8 | 10 |

HACSB will assign bedroom size at time of application. Families may request a larger unit with medical verification that additional bedrooms are required. Smaller units may be requested at the time of application.

All children anticipated to reside in a dwelling unit will be included, as members of the household including children expected to be born to a resident, children who are in the process of being adopted by a resident, or children whose custody is being obtained by a resident.

If a determination is made that reasonable accommodation should be granted for a disability of a household member or a person associated with that household, a unit that is larger than detailed through the Agency's occupancy standards may be provided.

2.9.2 ACCESSIBLE OR BARRIER FREE UNITS

Families may request to be placed on a waiting list for units specially designed for persons with disabilities. When an accessible unit becomes available, the unit shall be offered to:

- A. First, be offered to a current occupant with disabilities in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. HACSB must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
- B. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, the Housing Authority will offer the unit to a current resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those accessibility features.
- C. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the Housing Authority will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on the HACSB's waiting list who can benefit from the accessible features of the available, accessible unit.
- D. Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the Housing Authority should offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the HACSB may require the applicant to execute a lease that requires the resident to relocate, at the PHA's expense, to a non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

2.9.3 ACCEPTANCE AND REFUSAL OF A UNIT

An applicant who refuses to accept a unit will have their application withdrawn from the waiting list and they must reapply to be considered for housing. Once an

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applicant accepts a unit, their waiting list status will be changed from active to housed for all other Public Housing waiting list programs. At this time, the resident will be asked if they would like to be withdrawn from any other HACSB waiting lists they currently are on. A holding deposit of two hundred dollars (\$200) will be required at the time of acceptance of unit. The holding deposit will be applied towards the security deposit. The Authority will notify all applicants with children under age seven (7) of the dangers of lead-based paint poisoning and whether blood lead level screening is available for those children. If blood lead level screening is available, the applicant must be advised to notify the Authority if any of the applicant's children under seven (7) years who are tested has an elevated blood lead level.

2.10 UNIT TRANSFERS

2.10.1 HOUSING AUTHORITY REQUIRED TRANSFERS

Residents will be required to locate to another unit if the family becomes overhoused or underhoused in accordance with the Occupancy Standards described in this Chapter.

2.10.2 RESIDENT REQUESTED TRANSFERS

Residents may request a transfer to another unit and will be placed on a transfer waiting list for the community to which they are requesting to move if they meet the following criteria:

- A. As a reasonable accommodation when a resident needs to move to another unit due to a disability;
- B. Victim Witness Protection; and
- C. Violence Against Women Act.

CHAPTER 3 HOUSEHOLD INCOME, RENT CALCULATION AND RECERTIFICATION

3.0. INTRODUCTION

This chapter establishes HACSB's policies for determining income, including allowances, deductions and policies implemented using the Agency's flexibility under its Moving to Work Agreement. In addition, this chapter establishes the Agency's policies for determining tenant rent and for conducting interim biennial recertifications.

3.1 ANNUAL INCOME

HACSB determines a household's annual income for initial and continued eligibility in the Public Housing program as well as for the purpose of determining total tenant payment. Annual income is defined all amounts monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member including:

- A. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
- B. The net income from the operation of a business or profession;
- C. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic amount;
- D. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- E. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency, work activities requirement or other welfare agency requirements, using the flexibility granted by our MTW agreement and FY 2011 Plan. This does not include a reduction or termination of welfare benefits by the welfare agency:
 - i. At expiration of a lifetime or other time limit on the payment of welfare benefits;
 - ii. When a family member is not able to obtain employment, even though the family member has complied with welfare

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- agency economic self-sufficiency or work activities requirements; or
- F. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
 - G. All regular pay, special pay and allowances of a member of the Armed Forces.
 - H. Using the flexibility granted by our MTW agreement and FY 2011 Plan, payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) through programs like the Kin GAP program, a California program designed specifically for foster children who have been placed in the home of a relative, will be included.

3.1.1 ANNUAL INCOME EXCLUSIONS

HACSB will exclude income from the annual income calculation for the following reasons:

- A. Income from employment of children (including foster children) under the age of 18 years
- B. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- C. Income of a live-in aide;
- D. The full amount of student financial assistance paid directly to the student or to the educational institution;
- E. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- F. Amounts received under training programs funded by HUD;
- G. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- H. Amounts received by a resident in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- I. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed two hundred dollars (\$200) per month) received by a resident for performing a service for the Authority, on a part-time basis, that enhances the quality of life in the development.

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Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

- J. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- K. Temporary, nonrecurring or sporadic income (including gifts);
- L. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- M. Earnings in excess of four hundred and eighty dollars (\$480) for each full-time student eighteen (18) years old or older (excluding the head of household and spouse); or
- N. Adoption assistance payments in excess of four hundred and eighty dollars (\$480) per adopted child.
- O. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- P. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Q. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the Housing Act of 1937 including:
 - 1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)).
 - 2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058).
 - 3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).
 - 4. Income derived from certain sub-marginal lands of the United States that are held in trust for certain Indian tribes (25 U.S.C. 459(e)).

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5. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1522(b). Effective July 1, 2000, references to Job Training Partnership act shall be deemed to refer to the corresponding provisions of the Workforce Investment Act of 1998 (29 U.S.C. 2931).
7. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L- 94-540, 90 Stat. 2503-04).
8. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, in the interest of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands (25 U.S.C. 1407-1408).
9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087(uu)).
10. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f)).
11. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
12. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)).
15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433).
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).

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17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805).
18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602).
19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

3.1.2 DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

Using flexibility afforded to HACSB through its MTW Agreement and FY 2009 MTW Plan, effective October 1, 2009, the Agency no longer provides a disallowance from earned income for Public Housing residents. However, residents receiving an earned income disallowance prior to October 1, 2009 may continue to receive a disallowance until the participant's naturally occurring expiration date under the EID provisions if such date is prior to September 1, 2011 or for a maximum period of 24 months from September 1, 2009, if the current scheduled expiration date is later than September 1, 2011.

3.2 ADJUSTED INCOME

Adjusted annual income is determined by HACSB in order to establish Total Tenant Payment (see section 3.5). Adjusted annual income is annual income minus the following deductions:

- A. Four hundred and eighty dollars (\$480) for each dependent
- B. Four hundred dollars (\$400) for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:
 - i. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are eighteen (18) years of age or older who are able to work

- because of such attendant care or auxiliary apparatus.
- ii. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education; and

3.3 TOTAL TENANT PAYMENT/RENT

Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:

- A. Thirty percent (30%) of the family's monthly adjusted income;
- B. Ten percent (10%) of the family's monthly income; or
- C. HACSB Minimum rent

3.4 RENT DETERMINATION

HACSB will choose the lower of the flat rent or the income-based rent for all participants:

- A. Flat rent: A flat rent is the amount of tenant rent based on the market value of the unit, as determined by the Authority. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. The Authority will determine the market value with a comparability study that analyzes relevant factors in the community in which the unit is located, including unassisted rents for housing of similar age, location, condition, amenities, design, and size. The Authority will maintain records regarding the calculation and establishment of flat rents.
- B. Income-Based Rent: An income-based rent is the amount of tenant rent based on the family's income.

3.5 MINIMUM RENT

Effective October 1, 2009 for all new transactions and January 1, 2010 for all residents, HACSB has adopted a Minimum Rent amount of \$125.00 using authorizations provided to the Agency under its MTW Agreement.

3.5.1 REQUEST FOR HARDSHIP WAIVER

Families may request a hardship waiver to the minimum rent by completing the Minimum Rent Waiver Request Form and providing documentation that supports

the hardship for the family.

3.5.2 APPEAL OF FINANCIAL HARDSHIP DETERMINATION

A family who appeals a financial hardship determination through the public housing grievance procedure is exempt from any escrow deposit that may be required by the regulations governing these procedures.

3.6 BIENNIAL VERIFICATION OF FAMILY INCOME AND COMPOSITION FOR INCOME BASED RENT HOUSEHOLDS

For families who pay an income-based rent, the Authority will conduct a re-determination of family income and composition biennially (every two years) and will make appropriate adjustments in the rent after consultation with the family and upon verification of the information. Using its MTW flexibility, HACSB will conduct recertifications for all families every two years, rather than annually as required by HUD regulations.

Affected families who wish to have their income adjusted in between re-certifications may request to do so through an interim recertification. However, there must be a \$300 variance in income in order to complete a reexamination.

For all families which include nonexempt individuals, as defined in Chapter 4: Community Service and Self-Sufficiency Requirements, the Authority will determine compliance once each twelve (12) months with community service and self-sufficiency requirements. The Authority may use the results of these evaluations to require the family to move to an appropriate size unit.

3.7 VERIFICATION OF FAMILY INCOME AND COMPOSITION FOR FLAT RENT HOUSEHOLDS

For families who choose flat rents, the Authority will review the income of the family in accordance with the Authority's established policies, at least once every three years. Family composition will be reviewed on an annual basis. For all families which include nonexempt individuals, as defined in Chapter 4: Community Service and Self-Sufficiency Requirements, the Authority will determine compliance once each twelve (12) months with community service and self-sufficiency requirements. The Authority may use the results of these evaluations to require the family to move to an appropriate size unit.

3.8 INTERIM RECERTIFICATIONS

The family must comply with provisions in its lease regarding interim reporting of changes in income. However, there must be a variance in income of \$300 or more per month before the Housing Authority will adjust the rent. The change in income will be annualized, even if the new income is not expected to last for a full year. If the income changes again, the new amount of monthly income will be annualized. For changes in family composition reported between regularly scheduled recertifications HACSB will carry out any unit transfer required in accordance with guidelines in Chapter 2 of this ACOP.

3.9 REQUIRED DOCUMENTATION

At the time of the regularly scheduled recertification of family income and composition, the family will update information concerning:

- A. Social Security Numbers; or
- B. Evidence of citizenship of eligible immigration status of all family members and verify the immigration status of any new family member.

3.10 CHARGES IN ADDITION TO TENANT RENT

The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two (2) weeks after tenant receives the Authority's written notice of the charge.

In addition to rent, tenant is responsible for the payment of certain other charges including:

- A. Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, tenant shall be charged for the cost of such service, either in accordance with the Schedule of Charges posted by the Authority or, for work not listed on

the Schedule of Charges, based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

- B. Late Charges: A late charge will be assessed for late rent or other charges paid after the fifth calendar day of the month. The amount of the late charge is specified in the lease.
- C. Non-Sufficient Fund (NSF) Fees: NSF fees will be charged at an amount specified in the lease.
- D. Utility Charges: At communities where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to tenants who pay their utilities directly to a utility supplier.

3.11 UTILITY ALLOWANCE

The Authority will deduct from the rent to be paid by the tenant to the Authority a utility allowance, which is an amount equal to the Authority's estimate of the monthly costs of a reasonable consumption of the utilities and other services for the unit for an energy-conservative household of modest circumstances consistent with the requirement of a safe, sanitary, and healthful living environment. If the utility allowance exceeds the percentage of the tenant's adjusted income payable as rent, the Authority will pay the difference between the amount payable as rent and the utility allowance to the tenant or, with the consent of the tenant and the utility company, either jointly to the tenant and the utility company or directly to the utility company.

3.12 METHOD OF ESTABLISHING UTILITY ALLOWANCES

In establishing allowances, the Authority will take into account relevant factors affecting consumption requirements, including:

- A. The equipment and functions intended to be covered by the allowance for which the utility will be used;
- B. The climatic location of the housing developments;
- C. The size of the dwelling units and the number of occupants per dwelling unit;
- D. Type of construction and design of the housing development;
- E. The energy efficiency of Authority-supplied appliances and equipment;
- F. The utility consumption requirements of appliances and equipment whose reasonable consumption is intended to be covered by the total resident payment;

- G. The physical condition, including insulation and weatherization, of the housing development;
- H. Temperature levels intended to be maintained in the unit during the day and at night, and in cold and warm weather; and
- I. Temperature of domestic hot water.

3.13 ANNUAL REVIEW AND REVISION OF ALLOWANCES

The Authority shall review at least annually the basis on which utility allowances have been established. The review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the Authority) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates.

3.16 FIVE YEAR ENERGY AUDIT

Every five (5) years the Authority will conduct an audit of each development in order to determine as closely as possible the actual energy consumption of each development.

CHAPTER 4 COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS

4.0 INTRODUCTION

Effective October 1, 2000, HUD regulations require that all non-exempt residents in the Public Housing program meet the Community Service and Self-Sufficiency Requirements as outlined in this chapter. The requirement is effective for all nonexempt residents following execution of a lease.

4.1 SERVICE REQUIREMENT

Except for any family member who is an exempt individual, each adult resident of public housing must contribute at least (8) hours per month of community service (not including political activities) or participate in an economic self-sufficiency program for eight (8) hours per month or at least eight hours of a combination of both community service and economic self-sufficiency programs.

Community service is defined as the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self-responsibility of the resident within the community in which the resident resides (political activity is excluded). An Economic Self-Sufficiency program is defined as any program designed to encourage, assist, train, or facilitate the economic independence of residents and their families or to provide work for residents. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a resident to work (such as substance abuse or mental health treatment).

4.2 EXEMPTED INDIVIDUALS

An exempted individual is an adult who is:

- A. Sixty-two (62) years or older;
- B. A blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart;
- C. A primary caretaker of such individual described above in B;

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- D. Engaged in work activities for a minimum of 30 hours per week. In order for an individual to be exempt from the Community Services and Self-Sufficiency requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)): Unsubsidized employment:
- i. Subsidized private-sector employment;
 - ii. Subsidized public-sector employment;
 - iii. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - iv. On-the-job-training;
 - v. Job-search and job-readiness assistance;
 - vi. Community service programs;
 - vii. Vocational educational training (not to exceed 12 months with respect to any individual);
 - viii. Job-skills training directly related to employment;
 - ix. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 - x. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,
 - xi. The provision of childcare services to an individual who is participating in a community service program.
- E. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State of California, including a state-administered Welfare-to-Work program; or
- F. A member of a family receiving assistance, benefits or services under a state program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State of California, including welfare to work program, and has not been found by the state or county to be in noncompliance with such a program.

4.3 CHANGE IN EXEMPTION STATUS

If a non-exempt person becomes exempt during the twelve month lease term, it is the family’s responsibility to report this change to HACSB. Any claim of exemption will be verified by the Housing Authority.

If an exempt individual becomes non-exempt during the twelve month lease term, it is the family's responsibility to report this change to HACSB. The Housing Authority will provide written notice of the service requirement as described below.

4.4 ADMINISTRATION OF COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY PROGRAM

- A. Qualifying activities will be administered by an organization other than the Authority;
- B. The Authority will give the family a written description of the service requirement, and of the process for claiming status as an exempt person and for Authority verification of such status. The Authority will notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt persons;
- C. Each resident subject to the community service requirement will be responsible for certifying to the Authority at the time of the annual review that they have met the requirement. At that time the Authority may ask for details and references by which they can confirm the number of hours and activities performed;
- B. The Authority shall obtain verification of family compliance from such third (3rd) party;
- C. The Authority will review family compliance with service requirements, and will verify such compliance annually at least thirty (30) days before the end of the twelve (12) month lease term;
- D. At the time of signing or updating the lease, the Authority will determine all members of the household which are subject to or exempt from the community service and self-sufficiency requirement and approve the resident's planned activities to fulfill the requirement;
- E. The Authority will retain in the resident's file records of community service participation or exemption; and
- F. The Authority will comply with non-discrimination and equal opportunity requirements listed in Chapter One of this ACOP.

4.5 ASSURING RESIDENCE COMPLIANCE

If the Authority determines that there is a family member who is required to fulfill a service requirement, but who has violated this family obligation (noncompliant

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resident), the Authority must notify the tenant of this determination. The Authority notice to the tenant will:

- A. Briefly describe the noncompliance;
- B. State that HACSB will not renew the lease at the end of the twelve (12) month lease term unless:
 - i. The tenant, and any other noncompliant resident, enter into a written agreement with the Authority, in the form and manner required by the Authority, to cure such noncompliance, and in fact cure such noncompliance in accordance with such agreement; or
 - ii. The family provides written assurance satisfactory to the Authority that the tenant or other noncompliant resident no longer resides in the unit.
- C. State that the tenant may request a meeting or settlement conference on the Authority determination, in accordance with the policies outlined in this ACOP, and that the tenant may exercise any available judicial remedy to seek timely redress for the Authority's nonrenewal of the lease because of such determination.

4.6 TENANT AGREEMENT TO COMPLY WITH SERVICE REQUIREMENT

If the tenant or another family member has violated the service requirement, the Authority may not renew the lease upon expiration of the term unless:

- A. The tenant, and any other noncompliant resident, enter into a written agreement with the Authority, in the form and manner required by the Authority, to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12) month term of the new lease, and
- B. All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer residing in the unit.

4.7 PROHIBITION AGAINST REPLACEMENT OF EMPLOYEES

In implementing the community service requirement, community service will not be substituted for work ordinarily performed by public housing employees or replace a job at any location where community work requirements are performed.

4.8 THIRD-PARTY COORDINATING

Qualified organizations, including resident organizations, or agencies or institutions with a community mission, will be contracted to administer the community service and self-sufficiency so long as they comply with all civil right requirements including providing access to persons with disabilities.

4.9 FAMILY VIOLATION OF SERVICE REQUIREMENT

The lease shall specify that it shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease.

**CHAPTER 5
LEASE AND LEASE TERMINATION**

5.0 INTRODUCTION

This chapter outlines the HACSB Lease and Lease Termination policies.

5.1 LEASE TERM

A lease shall be entered into between the Authority and each resident of a dwelling unit which shall contain the provisions described hereinafter. Each public housing lease must have a twelve (12) month term, which must be automatically renewed for the same period for all purposes except as described in these policies and for noncompliance by an adult member with the Community Service requirements described in this ACOP.

5.2 IDENTIFICATION OF PARTIES AND DWELLING UNIT

The names of the parties to the lease and the identification of the dwelling unit lease shall be set forth including:

- A. The term of the lease and provision for renewal, if any;
- B. The composition of the household as approved by the Authority (family members and any Authority-approved live-in aide). The family must inform the Authority of the birth, adoption or court-awarded custody of a child within ten (10) days. The family must request Authority approval to add any other family member as an occupant of the unit; and
- C. A statement of what utilities, services and equipment are to be supplied by the Authority without additional cost, and what utilities and appliances are to be paid for by the tenant.

5.3 PAYMENTS DUE UNDER THE LEASE

The lease shall state the amount fixed as rent, specifying the utilities and quantities thereof and the services and equipment furnished by the Authority without additional cost. The lease shall provide for charges to the tenant for maintenance and repair beyond normal wear and tear. The lease will provide for a late payment charge for late payments.

The lease shall provide that charges assessed in addition to the monthly rent payment shall not be due and collectible until two (2) weeks after the Authority

gives written notice of the charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action.

5.4 SECURITY DEPOSIT

At the time of the initial execution of the lease, the Authority will require each household to pay one month's market rent, not to exceed one thousand dollars (minimum of \$500) as a security deposit. The participant is expected to pay the security deposit from its own resources and/or other public sources. The holding deposit will be applied towards the security deposit.

The Authority, subject to California and local law and the requirements of this paragraph, may use the security deposit as reimbursement for any unpaid family contribution or other amount which the family owes under the lease. Within 21 days the Authority will:

- A. Refund to the family, owing no rent or other amounts under the lease, the full amount of the security deposit; or
- B. Provide to a family, owing rent or other amounts under the lease, a list itemizing the basis for any amount due including receipts or other specified documentation as required by California or local law. If the amount which the Authority claims is owed by the family is less than the amount of the security deposit, the Authority will refund the unused balance to the family.

The Authority will return the security deposit and any refund to the forwarding address provided by the Head of Household or to the last known address on file. In the event a disagreement arises concerning reimbursement of the security deposit, the family may present objections to the Authority in an informal discussion. The Authority will keep a record of any disagreements and discussions in a tenant file for review by the property manager. The procedures of this paragraph do not preclude the family from exercising its rights under California and local law.

If the security deposit is insufficient to reimburse the Authority for any unpaid tenant rent or other amount which the family owes under the lease, and the Authority has provided the family with an itemized list of amount(s) due, the Authority may claim reimbursement from the tenant.

5.5 RECERTIFICATION OF RENT AND FAMILY COMPOSITION

The lease shall provide for a recertification of rent and family composition which shall include:

- A. The frequency of regularly scheduled recertifications and the basis for interim recertifications;
- B. An agreement by the resident to furnish such information and certifications regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size;
- C. An agreement by the resident to transfer to an appropriate size dwelling unit based on family composition and upon appropriate notice by the Authority that such a dwelling unit is available; and
- D. When the Authority re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the resident, not including determination of the Authority's schedule of Utility Allowances for families in the Authority's Public Housing Program, or determines that the tenant will transfer to another unit based on family composition, the Authority shall notify the resident that the resident may ask for an explanation stating the specific grounds of the Authority determination, and that if the resident does not agree with the determination, the resident shall have the right to request a meeting under the Authority's grievance procedure.

5.6 RESIDENT'S RIGHT TO USE AND OCCUPANCY

The lease shall provide that the resident shall 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.

With the consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit, where the Authority determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

5.7 REQUEST TO ADD MEMBERS TO THE HOUSEHOLD

Residents must receive Housing Authority approval prior to adding any members to the household. Additional household members will be added to the lease in accordance with the terms outlined in the lease.

5.7.1 FOSTER CHILDREN

With the consent of the Authority, a foster child may reside in the unit. The Authority will consider whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.

5.7.2 LIVE-IN AIDE

With the consent of the Authority, a live-in aide may reside in the unit. A live-in aide is defined as a person who resides with an elderly or disabled person who:

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

The Authority will consider whether the addition of a live-in aide may necessitate a transfer of the family to another unit and whether such units are available. HACSB will also consider the Authority's obligation to make a reasonable accommodation for disabled persons.

5.8 HOUSING AUTHORITY OBLIGATIONS

The lease shall set forth the Authority's obligations under the lease which shall include the following:

- A. To maintain the dwelling unit and the community in decent, safe and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit;
- D. To keep community buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the Authority;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of ashes, garbage, rubbish and other waste removed by the resident in accordance with the tenant obligations;
- G. To supply running water, a hot water heater, a heating unit; and
- H. To notify the resident of:
 - i. The specific grounds for any proposed adverse action by the Authority (such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another

- unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities; and
- ii. When the Authority is required to afford the resident the opportunity for a meeting or settlement conference as described in Chapter 6 of the ACOP.

5.8.1 OBLIGATION TO PROVIDE NOTICE OF PROPOSED ADVERSE ACTION

The notice of proposed adverse action shall inform the resident of the right to request such a meeting. In the case of a lease termination, a notice of lease termination shall constitute adequate notice of the proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until the time for the resident to request a meeting or settlement conference has expired in accordance with HACSB's grievance policies outlined in this ACOP.

5.9 RESIDENT'S OBLIGATIONS

The lease shall provide that the resident shall be obligated:

- A. Not to assign the lease or to sublease the dwelling unit;
- B. Not to provide accommodations for boarders or lodgers;
- C. To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease and not to use or permit its use for any other purpose;
- D. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the community and the residents which shall be posted in the property management office and incorporated by reference in the lease;
- E. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- F. To keep the dwelling unit and such other areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition;
- G. To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a safe and sanitary manner;
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances;

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- I. To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or community;
- J. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to community buildings, facilities or common areas) caused by the resident, a member of the household or a guest;
- K. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- L. To contribute eight (8) hours per month of community service (not including political activities), unless otherwise exempt .The eight (8) hours each month requirement can be a combination of approved community service or economic self-sufficiency activities; and
- M. To assure that the tenant, any member of the household, or guest, shall not engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - b. Any drug-related criminal activity on or off the premises.
- N. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

5.10 DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

If the dwelling unit is damaged to the extent that conditions are created that are hazardous to life, health, or safety of the occupants the resident shall immediately notify property management of the damage. The Authority shall be responsible for repair of the unit within a reasonable time, provided, that if the damage was caused by the resident, resident's household or guests, the reasonable cost of the repairs shall be charged to the resident. The Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. However, no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, member of tenant's household or guests.

5.11 PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

The lease shall provide that the Authority and the resident or representative shall be obligated to inspect the dwelling unit prior to commencement of occupancy by the resident. The Authority will furnish the resident with a written statement of the

condition of the dwelling unit, and the equipment provided with the unit. The statement shall be signed by the Authority and the resident, and a copy of the statement shall be retained by the Authority in the resident's folder. The Authority shall be further obligated to offer a pre-termination inspection of the unit at the time the resident vacates the unit and to furnish the resident a statement of any charges. Provision shall be made for the resident's participation in the pre-termination inspection, unless the resident vacates without notice to the Authority.

5.12 ENTRY OF DWELLING UNIT DURING TENANCY

The lease shall set forth the circumstances under which the Authority may enter the dwelling unit during the resident's possession thereof, which shall include provision that:

- A. The Authority shall, upon reasonable advance notification to the resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the Authority entry delivered to the dwelling unit at least two (2) days before such entry shall be considered reasonable advance notification;
- B. The Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; and
- C. If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

5.13 NOTICES BETWEEN RESIDENT AND HOUSING AUTHORITY

The lease shall provide procedures to be followed by the Authority and the resident in giving notice which shall require that:

- A. Except when there is reasonable cause that an emergency exists and the Housing Authority must enter the dwelling unit without notice, all notices to residents shall be in writing and delivered to the resident or to an adult member of the resident's household residing in the dwelling; and
- B. Notice to the Authority shall be in writing, delivered to the property management office.

5.14 TERMINATION OF TENANCY

The lease shall set forth the procedures to be followed by the Authority and by the resident in terminating the lease. The Authority shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as but not limited to:

- A. The failure to pay rent or other payments when due;
- B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) day of the month. Three (3) such late payments within a six (6) month period, or four (4) in a twelve (12) month period shall constitute a repeated late payment;
- C. Failure to pay utility bills when resident is responsible for paying such bills directly to the supplier of utilities;
- D. Misrepresentation of family income, assets, or composition;
- E. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process biennial recertifications or interim recertifications;
- F. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any community;
- O. Criminal activity by the resident,, any member of the household, or guest, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents and representatives of the Housing Authority, or any drug-related criminal activity on or off the premises.
- P. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Q. Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- R. Any fire on Authority premises caused by the resident, household members or guests' actions or neglect; and
- S. Failure to comply with Pet Policies (see Chapter Nine);
- T. Violation of any family obligations;
- U. Failure to accept the PHA's offer of a lease revision to an existing lease.

5.15 LEASE TERMINATION NOTICE

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The Authority shall give written notice of lease termination within the following timelines:

- A. Three (3) days in the case of failure to pay rent;
- B. Three (3) days when the health or safety of other residents or Authority employees is threatened;
- C. Three (3) days for violation criminal or drug-related activity; and
- D. Thirty (30) days for any other lease violations during the first year of tenancy and sixty days (60) after the first year of tenancy.

The notice of lease termination to the resident shall state specific grounds for termination, and shall inform the resident of the resident's right to make such reply as the resident may wish. The notice shall also inform the resident of the right to examine Authority documents directly relevant to the termination or eviction.

When the Authority is required to afford the resident the opportunity for a settlement conference, the notice shall also inform the resident of the resident's right to request a settlement conference in accordance with the Authority's grievance procedures.

A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination under this section. When the Authority is required to afford the resident the opportunity for a settlement conference under the Authority grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the resident to request a settlement conference has expired, and (if a settlement conference was timely requested by the tenant) the grievance process has been completed;

When the Authority is not required to afford the tenant the opportunity for a settlement conference under the Authority administrative grievance procedures for a grievance concerning the lease termination, and the Authority has decided to exclude such grievance from the Authority grievance procedure, the notice of lease termination under this section shall:

- A. State that the resident is not entitled to a settlement conference on the termination;
- B. Specify the judicial eviction procedure to be used by the Authority for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that

contains the basic elements of due process as defined in HUD regulations; and

- C. State whether the eviction is for a criminal activity or for a drug-related criminal activity.

5.16 EVICTIONS

The Authority may evict the resident by bringing a court action. For lease terminations and evictions based on criminal activity the resident will be provided with a chance to examine any relevant documents, records, or regulations directly related to the termination or eviction. This includes criminal conviction records that are the basis for terminations or evictions.

In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit.

When the Authority evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit to ensure that the post office will terminate delivery of mail for such persons at the unit and that such persons not return to the project for pickup of the mail.)

The Authority shall provide the resident a reasonable opportunity to examine, at the resident's request, before a Authority settlement conference or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The resident shall be allowed to copy any such document at the resident's expense. A notice of lease termination shall inform the resident of the resident's right to examine Authority documents concerning the termination of tenancy or eviction. If the Authority does not make documents available for examination upon request by the resident, the Authority may not proceed with the eviction.

The lease shall provide that all disputes concerning the obligations of the tenant or the Authority shall be resolved in accordance with the Authority grievance procedures as detailed in Chapter 6 of this ACOP.

5.17 VIOLENCE AGAINST WOMEN ACT

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)). To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or any member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

Notwithstanding anything to the contrary contained above, the Housing Authority may terminate resident's tenancy under the lease if it can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the community in which the unit is located, if the resident's tenancy is not terminated. Further, nothing in this section shall prohibit the Housing Authority from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the resident's household for which protection against termination of tenancy is described above. However, in taking any such action to terminate tenancy, the Housing Authority shall not apply a more demanding standard against the tenant or a lawful occupant than to other residents.

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(l)(6)(B)), the Housing Authority may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a resident or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the resident or a lawful occupant under the lease.

The Housing Authority will request that the victim of abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the Housing Authority requests it. If the certification or other acceptable documentation is not delivered to the Housing Authority within the 14-day period allowed, the provisions of this section will not apply and the Housing Authority may elect to terminate tenancy and evict without regard to the protections provided in this section.

The law requires that information provided to the Housing Authority concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared database nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

5.18 MODIFICATIONS TO THE LEASE

The lease shall provide that modification of the lease will be accomplished by a written "Notice of Change in Terms" to the lease executed by both parties, except for rent adjustments due to changes in income, and schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated by reference.

5.19 SIGNATURE CLAUSE

The lease shall provide a signature clause attesting that the lease has been executed by all the parties.

5.20 PETS REGISTRATION AND REMOVAL OF PETS

All pets intended to be kept by residents will be listed on the pet registration form, an addendum to the lease including a signed statement that the residents understand the above policies and the right of Authority to enter and inspect the unit if the Authority has received a signed, written complaint alleging (or the Authority has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable California or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no California or local authority (or designated agent of such an authority) authorized under applicable California or local law to remove a pet that

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becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Authority may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under California and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed thirty (30) days.

The lease will permit the Authority to enter the premises and remove the pet or take such other permissible action only if the Authority requests the pet owner to remove the pet from the project immediately, and the pet owner refuses to do so, or if the property manager is unable to contact the pet owner to make a removal request. The lease will not contain a provision relieving the community owner from liability for wrongful removal of a pet. The lease does not relieve the Authority from liability for wrongful removal of a pet.

**CHAPTER 6
GRIEVANCE PROCEDURES AND REQUIREMENTS**

6.0 INTRODUCTION

This chapter outlines the HACSB Grievance Procedures and Requirements.

6.1 HOUSING AUTHORITY GRIEVANCE POLICIES

The Authority grievance procedures shall be applicable to all individual disputes that a resident may have with respect to Authority action or failure to act in accordance with a tenant's lease or Authority regulations that adversely affect the individual resident's rights, duties, welfare or status. The Authority grievance procedures shall not be applicable to disputes, between residents not involving the Authority or to class grievances. The grievance procedures is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Authority's Board of Commissioners or staff.

HACSB's grievance procedures shall be included in, or incorporated by reference in all resident dwelling leases.

The Authority shall provide at least thirty (30) days notice to residents and resident organizations setting forth proposed changes in the Authority grievance procedures, and providing an opportunity to present written comments. Comments submitted shall be considered by the Authority before adoption of any changes to the grievance procedures by the Authority and HACSB shall furnish a copy of the grievance procedures to each tenant and to resident organizations.

6.2 EXCLUSIONS TO GRIEVANCE PROCEDURES

Administrative grievance procedure is excluded concerning a termination of tenancy that involves:

- A. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority; or
- B. Any violation of the MTW Crime Free Addendum; or
- C. Any drug related criminal activity on or off the premises;

Under the above circumstances, the Authority will immediately evict the occupants of the dwelling unit through judicial eviction procedures.

6.3 MEETING REQUEST

For all issues not related to the termination of residency and/or eviction from a dwelling unit, the resident may request a meeting with the Property Manager or other designated staff person. The meeting request must be received no later than five (5) business days from the date of the Housing Authority's notification of the decision/action.

Such issues include but are not limited to:

1. Calculation of rent;
2. Assessment of charges (late charges, maintenance fees, etc.); or
3. Denial of a request to add a household member

6.4 SETTLEMENT CONFERENCE

The resident will be given the opportunity for a settlement conference which provides the basic elements of due process before termination of residency and/or eviction from the dwelling unit. An Authority resident will be afforded an opportunity for a settlement conference, upon request by resident, within 5 business days after the resident knew or should have known about the matter under dispute.

6.4.1 SETTLEMENT OF GRIEVANCES

Any grievance related to the termination of residency and/or eviction from a dwelling unit must be personally presented, either orally or in writing, to the Property Management Office of which the complainant resides so that the grievance may be discussed. All grievance requests must be personally presented within five business days after the occurrence of the event. The written request must specify the following to be considered for a settlement conference:

- A. The reasons for the grievance; and
- B. The action or relief sought.

For all nonpayment related terminations, residents are required to continue making scheduled payments until the conference. The grievance will be discussed at an onsite settlement conference with HACSB staff. A written notification specifying the time and place of the settlement conference shall be delivered to the complainant. The complainant shall be afforded a fair settlement conference which shall include:

- A. The opportunity to examine before the settlement conference any Authority documents, including records and regulations that are directly relevant to the conference. The resident shall be allowed to copy any such document at the tenant's expense. If the Authority does not make the document available for examination upon request by the complainant, the Authority may not rely on such document at the settlement conference;
- B. The right to be represented by any person chosen as the resident's representative, and to have such person make statements on the resident's behalf;
- C. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or property management office; and
- D. A decision based solely and exclusively upon the facts presented at the conference.

If the complainant fails to appear at a scheduled conference, the authority may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his/her right to a hearing. The complainant shall be notified of the decision of the settlement conference. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority action or failure to act against which the complaint is directed.

6.4.2 SETTLEMENT CONFERENCE DECISION

A written summary of the settlement conference shall be prepared within 30 business days and one copy shall be given to the tenant and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint, the specific reasons therefore, and the final decision of the settlement conference. The decision at the settlement conference will be the final regarding the grievance.

The decision of the settlement conference shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Authority action or failure to act in accordance with or involving the complainant's lease on Authority

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regulations, which adversely affect the complainant's rights, duties, welfare or status; or

- B. The decision of the conference is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Authority.

If the complainant is not satisfied with the results of the settlement conference with regards to their grievance, they may pursue the matter through the California State judicial process.

6.5 ACCOMMODATION OF PERSONS WITH DISABILITIES

The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing, upon request. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident which is required under this Chapter must be in an accessible format.

**CHAPTER 7
INSPECTIONS OF UNITS**

7.0 INTRODUCTION

This chapter outlines the policies governing HACSB Inspections of dwelling units.

7.1 MOVE-IN INSPECTION

The Authority and resident or representative shall inspect the dwelling unit prior to occupancy by the resident. The Authority will give the resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Resident and a copy of the statement retained in Resident's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to the Resident.

7.2 OTHER INSPECTIONS

The Authority will inspect the unit at least annually to check needed maintenance, resident housekeeping, and other lease compliance matters. The Resident will receive a written statement of the charges, if any, for necessary repairs or removal of non-approved alterations to the unit.

7.3 MOVE-OUT INSPECTIONS

The Authority will inspect the unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without notice to the Authority.

7.4 ENTRY OF PREMISES DURING TENANCY

A duly authorized agent, employee, or contractor of the Authority will be permitted to enter the Resident's dwelling unit during reasonable hours (8 a.m. to 5 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.

7.5 REQUESTED MAINTENANCE

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When the Resident calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the dwelling unit when the Authority comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.

7.6 NOTICE

The Authority shall give the Resident at least forty-eight (48) hours written notice that the Authority intends to enter the unit. The Authority may only enter at reasonable times.

7.7 EMERGENCY

The Authority may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

CHAPTER 8 PET OWNERSHIP

8.0 INTRODUCTION

This chapter outlines the policies governing pet ownership at HACSB communities. These policies are applicable to all animals with the exception of “assistance animals,” as defined by HUD guidelines that are needed as a reasonable accommodation for persons with disabilities.

8.1 OWNERSHIP CONDITIONS

A resident of a dwelling unit in public housing may have not more than two (2) common household pets per household present in the dwelling unit if the resident maintains each pet responsibly and in accordance with applicable California and local health, animal control and animal anti-cruelty laws and regulations. All cats and dogs must be neutered upon reaching the age of reproductive maturity. Pets must be inoculated in accordance with California and local laws. All cats and dogs must be appropriately and effectively restrained and under the control of a responsible individual while on the common areas of the project. No pet in excess of twenty (20) pounds may be kept on the premises. The height can be no greater than ten inches at the shoulder.

8.2 INCREASED SECURITY PET DEPOSIT

A refundable deposit of three hundred dollars (\$300) per pet shall be added to the security deposit.

8.3 REGISTRATION

Pet owners must register their pets with the Authority before it is brought onto the project premises and must update the registration at least at their recertification. The registration must include:

- A. A certificate signed by a licensed veterinarian stating that the pet has received all inoculations required by applicable State and local law; and has been neutered in accordance with HACSB policies.
- B. Information sufficient to identify the pet and to demonstrate that it is a common household pet;
- C. The name, address and phone number of one or more responsible parties who will care for the pet if the pet owner

- dies, is incapacitated, or is otherwise unable to care for the pet;
and
- D. A photograph of each pet to be kept in the unit.

8.4 REFUSAL TO REGISTER A PET

The Housing Authority will refuse to register the pet if:

- A. The pet is not a common household pet;
- B. The keeping of the pet would violate any applicable house pet rules per lease agreement;
- C. The pet owner fails to provide complete pet registration information or fails annually to update the pet registration; or
- D. The Authority reasonably determines, based on the pet owner's habits and practices that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

The property manager shall notify the pet owner of a refusal to register a pet. The notice shall state the basis for the refusal.

8.5 PROHIBITION AGAINST DANGEROUS ANIMALS AND OTHER ANIMALS

No pet may be kept on the premises that have a known propensity for disturbing neighbors, liable to cause personal injury to humans or other pets, or damage to the premises or grounds. Only domesticated animals as defined by California State law may be kept on the premises.

8.6 RESPONSIBILITY OF TENANT WITH REGARD TO PET(S)

The resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience, or cause complaints from any other resident or neighbor. All animal waste from litter boxes or cages is to be picked up and disposed of in sealed plastic bags and placed in the appropriate garbage receptacle. Birds must be properly caged. No pet may be kept for the purpose of commercial breeding.

8.7 REMOVAL OF PET

Any pet that disturbs the peace and quiet of other residents or neighbors through noise (barking, etc), odors, animal waste, biting, scratching, aggressive or inappropriate behavior or other nuisance must be removed from the premises.

8.8 NOTICE OF PET RULE VIOLATION

If the Authority determines on the basis of objective facts or supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets the Authority may serve a written notice of pet rule violation to the pet owner.

8.10 NOTICE FOR PET REMOVAL

If the pet owner and the Authority are unable to resolve the pet rule violation, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose, the Authority will serve a written notice to the pet owner requiring the pet owner to remove the pet. The notice will:

- A. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- B. State that the pet owner must remove the pet within three (3) days of the effective date of the service of the notice of pet removal; and
- C. State that failure to remove the pet may results in initiation of procedures to terminate the pet owner's tenancy.

8.11 PROTECTION OF THE PET

If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may contact the responsible party or parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or the Authority, despite reasonable efforts, has been unable to contact the responsible party or parties, the Authority may contact the appropriate California or local authority and request the removal of the pet.

8.12 GROUNDS FOR TERMINATION OF LEASE

Failure to remove an unregistered pet when required by HACSB will be grounds for termination of the lease.

CHAPTER 9 FAMILY DEBTS TO THE AUTHORITY

9.0 INTRODUCTION

This chapter outlines the policies regarding repayment agreements and debts owed to the Housing Authority.

9.1 DEBTS OWED TO THE HOUSING AUTHORITY

Residents may owe monies to the Housing Authority for a variety of reasons such as:

- A. Retroactive rent due to late or unreported changes in household income;
- B. Maintenance charges for damages beyond reasonable wear and tear;
- C. Legal fees from previous civil actions; or
- D. Other monies owed to the Authority.

HUD's definition of program fraud and abuse is a single act or pattern of actions that "constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in miscalculation of a family's income-based rent, in violation of Public Housing program requirements." Families who owe money to the Authority due to the family's failure to report increases in income, such as a failure to report an interim increase, will be required to repay in accordance to the guidelines outlined in this Chapter. Families who owe money to the Authority due to a first offense of program abuse, such as falsifying recertification documents, will be required to repay in accordance to the guidelines outlined in this Chapter.

HACSB requires that all debts owed to the Authority are repaid. Funds owed to the Authority may be repaid through a repayment agreement under certain circumstance or through a one-time payment.

9.2 REPAYMENT AGREEMENT

A repayment agreement is an agreement between the Authority and a person who owes a debt to the Authority. It is similar to a promissory note but contains more specific details regarding the nature of the debt, the terms of the repayment, any special provisions of the agreement and the remedies available to the Authority upon default of the agreement. Repayment agreements will be

executed between the Authority and the head of household and/or co-head. A repayment agreement will include the following provisions:

- A. Reference to the paragraphs in the Public Housing lease whereby the resident is in non-compliance and may be subject to termination of tenancy;
- B. The monthly retroactive rent repayment amount is in addition to the resident's regular rent contribution and is payable to HACSB;
- C. The terms of the agreement may be renegotiated if there is a decrease or increase in the resident's income
- D. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy.

9.3 REPAYMENT AGREEMENT REQUESTS

A resident may request a repayment agreement in order to reimburse the Housing Authority for:

- A. Retroactive rent due to late or unreported changes in household income;
- B. Maintenance charges for damages beyond reasonable wear and tear;
- C. Legal fees from previous civil actions; or
- D. Other monies owed to the Authority.

9.4 REPAYMENT AGREEMENT TERMS

The Authority will prescribe the terms of the repayment agreement including determining whether to enter into a repayment agreement with the family based on the circumstances surrounding the debt to the Authority. If the Authority enters into a repayment agreement, an initial payment of 10% of the total balance owed will be required at execution of the agreement. The repayment term for repayment agreements in the amount of \$300 or less shall not exceed three (3) months. The repayment term for repayment agreements ranging in amounts from \$301 to \$5,000 shall not exceed twenty-four (24) months.

In cases of family hardship, monthly payment amounts may be decreased. The family must provide reasonable notice and verification of the hardship. If the family requests to move to another unit and has a repayment agreement in place, the family will not be permitted to move until the current agreement is paid in full. The Authority may make exceptions if the transfer is necessary due to a threat to health or safety.

9.5 REFUSAL TO ENTER INTO A REPAYMENT AGREEMENT

There are some circumstances in which the Authority will not enter into a repayment agreement. They are:

- A. If the family already has a repayment agreement in place;
- B. If the total amount owed is more than \$5,000; or
- C. If the Authority determines the family has seriously and repeatedly violated the terms of the lease agreement.

In the absence of a repayment agreement, all debts owed to the Authority will be due and payable after reasonable notice to the family of the charges due. Notification requirements are outlined in the lease agreement.

9.6 LATE PAYMENTS

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day. If the resident's repayment agreement is in arrears and the resident has not contacted or made arrangements with the Authority, the Authority will begin eviction proceedings.

The repayment agreement will be considered in default if it is in arrears for over thirty days from the due date. Repayment agreements that are in default shall be sent to a collection agency for collection and consumer credit reporting agencies.