Albuquerque Housing Authority

Admissions and Continued Occupancy Policy
A.C.O.P.

April 2015

ALBUQUERQUE HOUSING AUTHORITY

"Empowering people in our community through affordable housing and self sufficiency opportunities."

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NOTE: This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing specifically.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of 42 U.S.C. 1437, *et seq.*, "the 1937 Act" or the Quality Housing and Work Responsibility Act.

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MISSION STATEMENT, LOCAL OBJECTIVES AND PURPOSE OF POLICY

The U.S. Housing Act of 1937 created both the Low-Rent Public Housing and Section 8 Rental Assistance Programs. Administration of the programs and the functions and responsibilities of Albuquerque Housing Authority (AHA) staff shall be in compliance with this *Admissions and Continued Occupancy Policy (ACOP)*. The administration of AHA housing programs will also meet the requirements of the U.S. Department of Housing and Urban Development (HUD). Such requirements include any Public Housing or Section 8 regulations, handbooks, and applicable HUD notices. All applicable federal, state, and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Title 24 CFR, Parts 1, 5, 8l, 100 and 900-966 (Code of Federal Regulations).

Mission Statement

Empowering people in our community through affordable housing and self-sufficiency opportunities.

Vision

The vision for Albuquerque Housing Authority is to be one of the highest performing housing authorities in the country. This achievement will be evident through the creation of excellent housing products, delivery of top-quality client services, and a reputation as a great place to work.

Core Values

Core values provide the foundation for the AHA staff members to perform work and conduct themselves in a professional way. AHA's core values include:

Service – we empower clients and co-workers through education and opportunities for growth and success.

Compassion – we serve our clients and co-workers with honest understanding, empathy, and respect.

Accountability – we achieve organizational excellence by operating as a team, investing in staff training, and embracing the belief that every individual has the capacity to solve problems and fulfill personal goals.

Integrity – we are consistent in dealing professionally, honestly, and fairly with the public and each other.

Stewardship – we are committed to growing and sustaining AHA's financial resources and implementing environmentally friendly practices in all operations and facilities.

Local Objectives

- To provide improved living conditions for very low and low-income families while maintaining their rent payments at an affordable level.
- To operate a socially and financially sound Public Housing Agency (PHA) that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families, ensuring that all properties meet the Uniform Physical Condition Standards (UPCS).
- To avoid concentrations of economically and socially deprived families in any one, or all of AHA public housing developments.
- To promote a safe environment by denying initial or continued assistance to families who have demonstrated a history of violent criminal or drug-related activity.
- To promote a safe environment by denying initial or continued assistance to families who have shown a pattern or repeated acts of any criminal activity, due to any drug and/or alcohol abuse by household members.
- To attempt to house a tenant body in each development, that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in AHA's jurisdiction.
- To provide opportunities for upward mobility for families who desire to achieve economic self-sufficiency.
- To facilitate the judicious management of AHA housing inventory and the efficient management of AHA staff.

Purpose of Policy

The purpose of this ACOP is to establish policy guidelines for AHA management and staff to follow in determining eligibility for admission for both the Public Housing and Section 8 Rental Assistance programs and for the continued occupancy of tenants in the public housing program. The basic guidelines for this policy are governed by requirements by the U.S. Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, tenants of public housing and AHA alike. Notwithstanding the above, again, any changes in applicable federal law or program regulations shall supersede provisions in conflict with this policy.

The ACOP shall be consistent with the HUD approved PHA Five Year and Annual Plans.

AHA reserves the right to amend and revise this ACOP from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the Policies. Any policy changes shall be in the form of formally adopted amendments and/or full revisions. In either case, AHA will allow for a 30- day comment period prior to the adoption of any policy amendments and/or revisions to the ACOP.

NOTE: AHA will not permit these policies to be subverted to do personal or political favors. AHA will not offer public housing or other rental housing assistance outside the prescribed policies

in this ACOP, since doing so, would violate the policy, federal law, and the civil rights of the other families on the Waiting List.

CHAPTER 1 Nondiscrimination & Accessibility

24 CFR § 1 and 100, § 107, § 146 and CFR § 8

It is the policy of AHA to protect the rights of applicants and program participants and to comply fully with all Civil Rights laws, Federal, State, and local Fair Housing and Equal Opportunity requirements in housing, employment, and age discrimination, including Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act 1973 (as amended), and all related federal, state and local Executive Orders.

1.1 Complying With Federal & State Civil Rights Laws

AHA shall not discriminate on the basis of race, religion, color, sex, creed, national or ethnic origin, ancestry, sexual orientation, gender identity, spousal affiliation, familial status, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation, or in the admission to, leasing, rent, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the AHA jurisdiction covered by a public housing Annual Contributions Contract (ACC) with HUD. To further its commitment to full compliance with applicable Civil Rights laws, AHA will provide federal/state/local information to applicants, voucher holders and public housing tenants regarding discrimination and any recourse available to them. AHA provides and reviews information regarding Fair Housing rights and responsibilities during household briefing sessions. Such information will be made available during the household briefing session in each briefing packet.

Specifically, AHA shall not, on account of race, religion, color, sex, creed, national or ethnic origin, ancestry, sexual orientation, gender identity, spousal affiliation, familial status, physical or mental handicap, or if a victim of domestic violence, dating violence or stalking:

1. Deny anyone the opportunity to apply for housing (when waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
2. Provide anyone housing that is of lower quality from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program(s);
5. Treat anyone differently in determining eligibility or other requirements for admission;
6. Deny anyone access to the same level of services; or
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

AHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed.

1.2 Affirmative Marketing

AHA will conduct affirmative marketing as needed so the Waiting List includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the program area. The marketing plan will take into consideration the number and distribution of public housing vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. AHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those individuals and families least likely to apply. At a minimum, marketing and informational materials will:

1. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
2. Describe the housing programs available, application process, waiting list and preference structure;
3. Use terms that are clear and easy to understand, and more than strictly English-language print media;
4. Contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
5. Make clear who is eligible; low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
6. Be clear about AHA's responsibility to provide reasonable accommodations to people with disabilities.

1.3 Accessibility For People With Disabilities (Section 504)

AHA policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and any other related services. A person with a disability must request in writing (unless that person has a specific disability that prevents him or her from doing so) for any specific change to a policy as an. AHA will provide policy modification only if the modification does not fundamentally alter the nature of the program, or place an undue financial and/or administrative burden on AHA. The availability of specific accommodations will be made known by including notices on AHA forms and letters to all families, and all requests will be verified (unless the nexus between the request and disability is obvious) so that AHA can properly accommodate the need presented by the specific type of the disability.

Who is a Person with a Disability under Federal Civil Rights Laws

The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act and their implementing regulations, define an individual or person with a disability in virtually the same language. Section 504's definition of disability (handicap) is found at 24 CFR § 8.3, the Fair Housing Act definition is at 24 CFR § 100.201, and the ADA definition is found at 28 CFR § 35.104.

A person with a disability is any person who:

- Has a physical or mental impairment that substantially limits one or more major life activities;
- Has a record of such an impairment; or
- Is regarded as having such impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users; and
- Persons who objectively pose a direct threat to health or safety.

As used in this definition the phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; muscular-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic;
- skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

"Has a record of such an impairment" means having a history of, or having been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a recipient as constituting such a limitation; has none of the impairments defined in this section but is treated by a recipient as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The above definition of disability determines whether an applicant or tenant is entitled to any of the protections of federal civil rights laws concerning disabilities. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under Section 504 and the Fair Housing Act.

This definition of disability relevant to reasonable accommodation is not the operative definition of disability for determining eligibility for Public Housing Programs that serve persons with disabilities - such as mixed population housing, vouchers targeted for persons with disabilities, and eligibility for preferences or medical deductions related to having a disability.

Exclusion of Individuals Who Pose a Direct Threat to the Health or Safety of Others.

Federal disability discrimination laws do not cover persons whose tenancy would pose a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others. However, neither Section 504 nor the Fair Housing Act allows for exclusion of individuals based upon fear or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g., current conduct, a recent history of overt acts).xiii A housing provider's good faith belief or speculation that an individual poses a direct threat is not sufficient. The assessment should consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable modifications of rules, policies, practices, procedures, or services that will reduce or eliminate the risk of a direct threat. Consequently, in evaluating a recent history of overt acts, a provider should take into account whether the individual has received intervening treatment or medication that has reduced or eliminated the risk of a direct threat. In such a situation, the provider may request that the individual document how the circumstances have changed so that he/she no longer poses a direct threat. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him or her from the housing on that basis.

It is the policy of AHA to ensure that all applicants and program participants with disabilities are provided equal opportunity and access to housing assistance programs. AHA will ensure that facilities and programs used by applicants/participants will be accessible to a person with a disability. Application and Management offices, interview and hearing rooms, community centers, laundry facilities, craft and games rooms, etc. (to the extent AHA has or provides such facilities or services) will be usable by individuals with a full range of disabilities. To the extent that AHA offers such facilities, if none are already accessible, some will be made so, subject to the undue financial and administrative burden test.

All requests for modification to program policies or structural alterations MUST be requested through the reasonable accommodation process.

1.4 Reasonable Accommodation

[24 CFR § 8.4, § 8.20, § 8.21(b) & § 8.24(a) (2)]
AHA, as a public agency that provides low-rent public housing and Section 8 Rental Assistance to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants, public housing tenants and Section 8 voucher holders, if they or any eligible household member have a disability.

A reasonable accommodation is some modification or change that AHA can make to AHA owned housing units or buildings; or to provide certain exceptions to policies, procedures or rules and regulations that will assist an otherwise eligible applicant, public housing tenant or rental assistance program participant with a disability to take full advantage of and use of AHA' programs, including those that are operated by other agencies in AHA-owned public facilities.

An accommodation is not reasonable if it causes an undue financial and administrative burden or represents a fundamental alteration in the nature of AHA' housing assistance programs.

During the intake process, AHA staff will verify that the features of the unit meet the needs of the household, subject to Section 504 Accessibility requirements.

1. 5 Requests For Reasonable Accommodation

A request for reasonable accommodation can be made at any time by a disabled applicant/participant or by the disabled person's authorized representative or by a current household member on their behalf. Notifications to disabled households of annual recertification's, inspections, appointments, or eviction will also include information about requesting a reasonable accommodation. Anyone who requests an application for housing assistance or who is a current housing program participant and is requesting a reasonable accommodation for a disabled household member will be provided with a "**Request for Reasonable Accommodations**" form. Upon application AHA intake staff will verify Section 504 Accessibility Requirements.

The form **MUST** be completed, signed and dated by the requestor and the verification section **MUST** be completed, signed and dated by a professional who can substantiate the person's claim (i.e., Nurse Practitioner, Physicians Assistant or Psychologist, etc.). The form **MUST** be submitted to the 504 Coordinator for review and processing.

The 504 Coordinator will make the final decision and send a written notice of the decision within thirty (30) calendar days from the date of receipt of completed verification packet from the third party.

1.6 Reasonable Accommodation Request Denial

If the request is denied, the reason(s) for denial will be included in the notification letter and identification of alternative accommodations, if any are to be offered.

The requestor may request an Informal Hearing by submitting a written request to AHA within ten (10) business days from date of the Notice of Denial. The hearing process shall follow the same procedures identified in AHA Grievance Procedures.

NOTE: Copies of all requests, verifications, notifications and Informal Hearing decisions will be maintained in the applicant or tenant/client file. Copies will also be held in the Reasonable Accommodation Log.

1.7 Reasonable Accommodation Modifications & Alterations (Section 504)

AHA will correct situations or provide exceptions to policies, procedures or rules and regulations that create a barrier to equal housing opportunity. To permit people with disabilities to take advantage of AHA housing program(s) and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:

1. AHA will, upon request by an applicant/participant with a disability,
    - Make structural modifications to its housing and non-housing facilities; and
    - Make reasonable accommodations through exceptions to its policy and procedures or other practices, **unless** such structural modifications or program policy and procedure exceptions would result in an **undue financial and administrative burden on AHA** or would result in a fundamental alteration in the nature of the housing programs.

2. In making structural alterations to "existing housing structures" or carrying out "Other Alterations" for otherwise qualified persons with disabilities, AHA **may**, but is not required to:
    - Make each of its existing facilities accessible, or
    - Make structural alterations when other methods can be demonstrated to achieve the same effect;
    - Make structural alterations that require the removal or altering of a load-bearing component;
    - Provide an elevator in any multi-household housing project solely for the purpose of locating accessible units above or below the grade level; or
    - Provide exceptions in program policies and procedures and rules and regulations to household members requesting reasonable accommodation from impediments associated with certain policies and procedures or rules and regulations.

3. When AHA is making "Substantial Alterations" to an existing housing facility AHA **may**, but is not required to:
    - Provide an elevator in any multi-household housing project solely for the purpose of locating accessible units above or below the grade level;
    - Make structural alterations that require the removal/altering of a load-bearing structural member;
    - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable.

1.8 Limited English Proficiency (LEP)

"Enforcement of Title VI of the Civil Rights Act of 1964 National Origin Discrimination Against Persons with Limited English Proficiency, "65 F.R. 50123 (August 16, 2000)"
(See APPENDIX VI)

1. **AHA staff will read and explain anything that they would normally hand to an applicant/participant to be read or be filled out if the applicant/participant is unable to read** or understand English. Upon request, applicants/Participants who don't understand English will be **furnished with an interpreter** who can explain what is being verbally communicated to them. **AHA is required by law to pay reasonable costs associated with providing a foreign language interpreter. Please refer to Limited English Proficiency Plan (LEP). AHA will document translation services.**

Accessibility for the hearing impaired is provided by Relay New Mexico (711).

CHAPTER 2 Privacy, Postings & PHAS Objectives

2.1 Right to Privacy

Recognizing the expectation of privacy held by applicants/participants and other housing program participants, AHA will respect applicants/participants privacy within the constraints of the New Mexico inspection of Public Records Act (specifically, Chapter 14, Article 2,, Part 1 et seq., New Mexico Statutes Annotated, 1978 compilation) and other local laws. Since AHA files are not an exception under the Act to the general provision that all governmental records are subject to inspection, when a request is made that complies with the requirements of the Act, AHA will allow inspection of the records with medical records and any other material that is not a public record redacted.

Applicants will be required to sign the Form HUD-9886 Authorization for Release of Information that incorporates the Federal Privacy Act Statement that states under what conditions HUD will release applicant/tenant information. A Household's refusal to cooperate with this requirement will result in denial of admission or termination of assistance.

It is a Household Obligation to supply any information requested by either AHA or HUD.

2.2 Required Postings

AHA will post in a conspicuous place for reading by all persons, or will have available upon request, the following:

1. Statement of Policies and Procedures governing the ACOP
2. Rental Assistance Housing Programs Administrative Plan
3. Notice of the Status of the Waiting List
4. A listing of all public housing developments by name, address, number of units and units designed with special accommodations.
5. Income Limits for Admission
6. Utility Allowance Schedules for both the Public Housing and Section 8 HCV Programs
7. Section 8 HCV Payment Standards
8. Current Schedule of Maintenance Charges (Public Housing)
9. Public Housing Flat Rent Schedule
10. Dwelling Lease (Public Housing only)
11. Grievance Procedures (Public Housing only)
12. Pet Policies (Public Housing only)
13. Fair Housing/Equal Housing Opportunity Poster
14. Equal Opportunity in Employment Poster
15. Any Other Current Housing Division program related notices

2.3 Management Assessment Objectives

AHA operates its Public Housing and Rental Assistance Housing Programs with efficiency and can demonstrate to HUD or other independent auditors that AHA is using its resources in a manner

that reflects its commitment to quality service. AHA policies and practices are consistent with the Public Housing Assessment System (PHAS) defined in 24 CFR Part 901 and 902 and the Section Eight Management Assessment Program (SEMAP) defined in 24 CFR Part 985. AHA is continuously assessing its programs and consistently strives to make improvements.

AHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. AHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS and SEMAP requirements. The policies and procedures of this program are established so that the standards set forth by PHAS and SEMAP are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

CHAPTER 3 Application Process Overview

(Low-Rent Public Housing and Rental Assistance Programs)

The purpose of the Intake/Admissions application process is to permit AHA to obtain household income and composition information, to determine if an applicant household meets the eligibility requirements to be admitted to the program. At a minimum, the application will contain questions designed to gather the pertinent information required for admission to either the Low-Rent Public Housing and/or the Section 8 Rental Assistance Housing Programs.

3.1 Service Policy

This service policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a household initiates contact with AHA; when AHA initiates contact with a household, including when a household applies for housing assistance; and when AHA schedules or reschedules appointments of any kind.

It is the policy of AHA to provide quality customer service in the delivery of all housing programs, and to exercise and demonstrate a high level of courtesy, respect and professionalism while providing housing services to the community.

3.2 Outreach

It is the goal of AHA that as much information about Low-Rent Public Housing and Section 8 Rental Assistance programs may be disseminated through local media. For those who call AHA Administrative Offices, staff will convey essential information. Outreach examples include:

- AHA will hold meetings with local community social service agencies to convey program information.
- AHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for public or private rental housing. AHA shall take affirmative action to provide opportunities to participate in the program to persons who, because of such

factors as race, ethnicity, sex of head of household, age, or source of income, are less likely to apply for housing assistance.

3.3 Where & How to Apply

Families wishing to apply for participation in either the Public Housing or Section 8 Rental Assistance Programs **MUST** complete an on-line application Applications will be accepted at www.abqha.org when the waiting list is open.

Applications requiring reasonable accommodation or special assistance should contact AHA. Applicants applying for VASH, a displacement preference or a Nursing Home Transition Voucher should contact AHA directly by telephone.

1840 University Blvd. SE
Albuquerque, New Mexico, 87106
505-764-3920

In our continuing efforts to improve efficiency in Customer Service and better serve our clients, AHA has adopted the following Customer Service policies:

3.4 Pre-Application Review

Once the application is submitted, AHA will provide a confirmation number to applicants verifying. Applicants' receipts shall be confirmation they are on the waiting list.

The pre-application constitutes the basic record of each household's placement on the waiting list. Therefore, each applicant MUST provide all required information when requested and self certify the application. The pre-application and related documentation will become the property of AHA. Based on the information obtained at the time of application, an assessment of the applicant's preliminary eligibility or ineligibility may be made.

NOTE: A final determination of an applicant's eligibility will be made prior to an offer of public housing or housing voucher issuance. The applicant must continue to meet the income eligibility requirements of the housing programs, including the required arrest and criminal background check and/or other related tenant/participant screening requirements.

Applicants are also required to respond to AHA requests to update information on their application, or to determine their continued interest in the program. Failure to provide required information or to respond to mailings will result in the applicant being removed from the Waiting List.

3.5 Portability Requirements (Rental Assistance Programs)

[24 CFR § 982.353 (c) (1) and (2)]

A household **that has not yet leased a unit** under the Section 8 program **must provide AHA with acceptable and verifiable documentation, to prove one year residency prior to being permitted to exercise immediate portability of their housing choice voucher**. A current lease,

school records, utility records or other similar records are acceptable forms of documentation to demonstrate and certify legal domicile.

A "tenant" for the purpose of determining eligibility for immediate portability, is a person who has a legal domicile ("residency") in AHA' jurisdiction. The Deputy Director or Program Manager can make exceptions in cases where the health and welfare of a household member may be adversely impacted by this policy. Supporting verifiable documentation MUST be provided at time of exception request.

CHAPTER 4 Waiting List Administration

24 CFR § 960.260 & 24 CFR § 982.204

It is the policy of AHA to ensure that all households are placed in the proper order on the Waiting List for both the Public Housing and Section 8 Rental Assistance programs, and that they are selected from the Waiting List for admissions in accordance with the policies and procedures in this ACOP. **AHA will do whatever is necessary to ensure and maintain the integrity of the Waiting List in accordance with HUD rules and regulations and the policies identified in this ACOP and in the Section 8 Rental Assistance Administrative Plan.**

This section identifies the criteria for qualifying for admission under the housing assistance programs administered by AHA and the criteria for applicant placement on the Waiting List, including placement based on the local preferences system adopted by AHA in its efforts to meet the local housing needs in the community. It also defines the eligibility criteria for qualifying for a particular preference; the process for verifying preference; AHA's reasons for denial of preference, if applicable; and how preference(s) will be applied for placement on the Waiting List.

This section also identifies the policy and procedures that govern the establishment, organizing, maintenance -- including the opening, closing and purging of the Waiting List -- and applicant removal from the Waiting List.

4.1 Organizing the Waiting List

It is AHA policy that each applicant shall be assigned his/her appropriate place on **a Community-Wide Waiting List** in sequence based on:

1. Type and size of unit needed in accordance with AHA occupancy standards established for the low-rent public housing program (e.g., general occupancy building, accessible or non-accessible unit, number of bedrooms) and the subsidy unit size standards for the Section 8 housing choice voucher program; and
2. Applicant preference, or priority, if any; and
3. Need for a Section 504 Unit.
4. Date and time the application is received.

AHA will maintain its Waiting List in a form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the household head.

AHA will match the characteristics of the available public housing unit to the applicants available on the waiting list regardless of preference. Unit size, accessibility features, or type of project, limit the admission of families to households whose characteristics match the available vacant unit. By matching unit and household characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference(s) (e.g., the next unit available is an accessible unit and the only applicant household needing such features is in the non-preference pool, i.e., having no preference).

Other factors that affect applicant selection for public housing are described below:

1. **When selecting a household for a public housing unit with accessible features, AHA will give a preference to families that include persons with disabilities who can benefit from the unit's features**. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families. If no household needing accessible features can be found for a unit with such features, AHA will house a household not needing the unit features, but a non-disabled household in an accessible unit will be required to move at their own expense if there is a unit of equal bedroom size available so that a household needing the unit features can move in.

2. When selecting a household for a public housing unit in housing designated for elderly families, or disabled households, if any, AHA will give a priority to elderly, disabled or near elderly households.

3. When selecting a household for a public housing unit in a development that houses elderly, disabled, as opposed to a general occupancy development that houses non-elderly households as well, AHA will give equal priority to elderly families and disabled households.

Preferences will be granted to applicants who are otherwise qualified and who at the time are offered a unit (prior to execution of a lease) and meet the definitions of the preferences described below.

Designated Housing

The preference system will be used to match the characteristics of the household to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some household types will depend on unit size available.

1. **Developments designated for the elderly and near elderly** (i.e., 50 years old or older) households will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. Only elderly and near-elderly can live in designated elderly/near-elderly buildings, and near-elderly can only live there if the designated plan specifies that they can. **The only exception is for persons confined to wheelchair and who qualify for one bedroom unit**. No other household-type is eligible for admission to a unit designated for the elderly, near elderly or persons confined to wheelchairs.

2. **Developments designated for elderly, near elderly, and disabled families:** Elderly, near elderly, and disabled families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.

3. **Mixed Population Developments**: Elderly and near elderly families or disabled families will receive equal priority for admission to such units household.

4.2 The Preference System

[24 CFR § 960.206 & § 982.207]

A preference **DOES NOT GUARANTEE ADMISSION** to either the Public Housing or Section 8 programs. Preferences only establish the order on the waiting list together with date and time the application was received.

4.3 Preference Based On Income (Public Housing)

There is one preference in effect based on ranges of income. Applicants will be grouped as follows:

- Tier I: Families with incomes between 0% and 30% of area median income (this group MUST constitute at least 40% of all admissions in any year);
- Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

Method of Applying Preferences

To ensure AHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income in any of our housing developments; AHA will rank applicants within both income tiers, in order, as Displacement, Upward Mobility or No Preference. Four out of every ten applicants admitted will be from Tier I. Within each of the ranking preference categories, offers will be made by oldest application.

1. AHA will house applicants from Tiers I and II on the waiting list by selecting first from the Involuntary Displacement applications, then from Upward Mobility and then from Elderly and Disabled applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No- preference applicants within each Tier.

2. AHA will also offer units to current tenants on the transfer list. Certain types of transfers are processed before new admissions and other types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.

3. AHA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

Income Targeting (Rental Assistance Programs)

Seventy-five percent of families admitted to the rental assistance programs (HCV) during the fiscal year shall be extremely low income families.

- Families with incomes between 0% and 30% of area median income.

4.4 Local Preferences

All eligible families will be placed on the **waiting list by date and time following local "Ranking Preference(s)" with one (1) being the highest priority.**

1. **Involuntary Displacement Preferences eligible for emergency housing assistance include:**
    a. Families displaced by official government action; or
    b. Families displaced by natural disaster declared by the President of the United States; or
    c. Families displaced due to fire, explosion or housing code violations followed by condemnation;
    d. Families displaced due to reprisals and hate crimes.
    e. Domestic Violence

Involuntary Displacements (a thru c) **MUST** provide an official "Notice and Order to Vacate" and two (2) proofs of residency (i.e. lease agreement, utility bill, etc) 60 day prior to assigning a preference. In the event, the governmental entity does not issue "Notice and Order to Vacate"; a letter can be substituted, but must include language that the premises are uninhabitable due to health and safety violations. Notices/Letters can be no more than 60-days old from the date of initial issuance by the issuing governmental agency. Property owners will not be considered involuntarily displaced under circumstances where a "Notice and Order to Vacate" is issued to a dwelling unit where the property owner resides. Applicants that have already executed a lease agreement, following a claim of displacement, will not be considered displaced.

Families who are required to move due to or to avoid reprisals or hate crimes (d) MUST provide a threat assessment/signed letter affirming the risk resulting from reprisals or hate crimes from a local law enforcement agency. NO EXCEPTIONS CAN BE MADE TO THIS POLICY.

Families displaced due to domestic violence (e) as defined by the Violence against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and the AHA Violence Against Women ACT (VAWA) Policy which has been incorporated into this ACOP as Appendix I.

Victims of domestic violence will be required to provide **acceptable written verification (i.e., referral)** from the Bernalillo County District Attorney's Victim's Impact Team or from any other district attorney's office, that they or a household member are a victim of domestic violence, dating violence, or stalking and are in imminent danger of further domestic violence. The Bernalillo County and/or local District Attorney's Office referral **MUST** be no more than 60 days old.

Domestic Violence Referrals from a district attorney's office and any Notice and Order to Vacate from outside AHA jurisdiction will be referred back to the public housing agency in that jurisdiction for either Public Housing or Section 8 rental assistance.

Involuntary displaced households shall first be offered a public housing unit of appropriate size according to the established public housing program occupancy standards, if available for two full unit offer cycles (14 days). If public housing units of appropriate size are not available after two unit offer cycles (14 days), the displaced household shall then be offered a Section 8 Housing Choice Voucher.

Program Manager **MUST** review all Displacements and may request additional information as needed.

2. **Upward Mobility (Employment, Education or Economic Development Self-Sufficiency) Preference:**
    a. Eligible Working Families where the head, co-head or spouse is currently employed at least 1040 hours for the past 12 months. Seasonal or non- traditional employment will be reviewed on a case by case basis and approved by the Program Manager.

    b. Eligible Families where the head, co-head or spouse are participating in a job training or economic self-sufficiency programs for at least the past one year including but not limited to the following:
        - NM Department of Human Services (TANF) Welfare to Work Programs
        - NM Department of Work Force Solutions Job Training Programs
        - UNM "Career Works Program"
        - College or university
        - Technical or Vocational Institutions
        - Division of Vocational Rehab through the State of New Mexico

    c. A head of household, co-head or spouse of the head of household who is attending an educational institution MUST be at least a part-time student to qualify for the education preference. The standard for "part-time student" is a minimum of 9 or more credit hours per semester, trimester or quarter as defined by the university, college or technical vocational institution. Anything less than 9 credit hours will not qualify the applicant for the education preference. In addition, the student must have been classified a full or part-time student for at least one year prior to qualifying for the Upward Mobility preference

NOTE: Any combination of education, employment, or economic self-sufficiency program will qualify for a "Preference" as long there is no more than sixty (60) days interruption. Documented Involuntary job loss that is not resignation or termination of the employee for cause shall not result in removal of an employment preference, provided the period of unemployment does not extend beyond 120 days. Students who are between semesters including summer break, etc. and are pre-registered for the next semester, etc. will receive and/or retain an education preference.

Additional information may be requested to verify any aspect of preference claimed by applicant.

3. **Any household with a member who is Elderly (62 years of age or older) and/or Disabled (including physical, mental or emotionally impaired persons).**

4. **No-Preference Category:** Families that do not qualify for the Involuntary Displacement, Upward Mobility, or Elderly/Disabled local preferences will be categorized as No-Preference Families.

A Change in Preference Status While On the Waiting List

Families who did not qualify for a local or ranking preference at initial application may provide documentation once their application has been processed in order to qualify for a preference. The household should contact AHA so their status may be reviewed and recertified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application.

If AHA determines that the household **does** become qualified for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application.

If AHA determines that the household **is not** qualified for a preference, they will be moved down on the waiting list in accordance with their date and time of application.

AHA Changes to Local Selection Preferences

In the event that AHA desires to amend its local preferences through amendments to its Admissions and Continued Occupancy Plan and Rental Assistance Housing Administrative Plan, AHA will provide the opportunity for the public to comment on the preference change(s).

4.5 Verification of Preferences

At the time of initial application the **applicant will be required to certify eligibility for local preference**. The burden of **providing such proof rests solely** with the applicant. Applicant will be required to verify their eligibility for a local preference prior to unit offer and/or placement in a low-rent public housing unit or issuance of a Section 8 Housing Choice Voucher.

4.6 Preference Denial

If an applicant falsifies documents or makes false statements within the document in order to qualify for a local preference, AHA will deny the household admission to the program(s) and automatically remove it from the Waiting List, including terminating the household's public housing assistance, if placed, or its Housing Choice Voucher. The offending household will not be permitted to be admitted to the waiting list for at least three (3) years.

4.7 Establishing & Maintaining the Waiting List

It is the policy of AHA to compile and administer its Waiting List as required by HUD regulations. There are three (3) waiting lists: one for public housing units, one for Section 8, and one for Section

504. AHA shall administer the Waiting List on a **FIRST-COME, FIRST-SERVE** basis, by date and time of application and in accordance with local preference prioritizing procedures.

The opening and closing of the Waiting List will occur when the following conditions exist:

1. For any unit size or type, if AHA's waiting list has sufficient applications to fill anticipated public housing unit vacancies or if no housing choice vouchers are expected to be available for the next 24 months, AHA may elect to:
    a. Close the waiting list completely or partially, depending on availability of public housing units or
    b. Section 8 program funding; or
    c. Close the list during certain times of the year; or
    d. Restrict intake by preference(s); type of development or size and type of dwelling for public housing.

2. **A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of AHA to house applicants within twenty-four months. Any decision to close waiting lists, restrict intake, or open waiting lists will be publicly announced through local newspapers of general circulation, minority media, or other suitable means.**

Re-Opening the Waiting List

If AHA determines that the waiting list can be re-opened, AHA will issue a Public Notice. At a minimum, the notice will include the following:

1. The date applications will be made available online by prospective applicants;
2. Provide a brief description of the Low-Rent Public Housing and Housing Choice Voucher programs; and
3. Inform applicants that they may apply for the Public Housing and/or the Housing Choice Voucher programs or both; and
4. That they will not lose their place on the Public Housing waiting list if they also choose to apply for Section 8 housing assistance or vise-versa.
5. Describe any limited terms the wait list may be open for including preference, bedroom size or number of applicants.

To reach persons who cannot read the newspapers, AHA will distribute fact sheets to the local broadcasting media and the AHA internet web site to communicate this message to the general public.

4.8 Administering the Applicant & Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, monitoring and assigning of housing (including transfers) will be made from the AHA administrative offices by the Intake and Admissions Services Section.

4.9 Reasons an Applicant May be Removed from Waiting List

To ensure public housing vacancies are filled in a timely manner and available Housing Choice Vouchers are issued, AHA needs a waiting list that is accurate. No applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant requests (in writing) that his or her name be removed from the waiting list; or
2. Documented evidence that the sole applicant/household member has passed away; or
3. The applicant is rejected following failure to meet all AHA admissions criteria screening, or
4. The application is withdrawn because AHA attempted to contact the applicant and was unable to do so. **In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:**
    a. The applicant will be sent a contact letter by first class mail return receipt requested to the applicant's last known address, asking the applicant to notify AHA.
    b. If there is no response from the applicant after ten (10) business days have elapsed from the date when AHA mails the letter, the application will be removed from the waiting list.
    c. If an applicant contacts AHA as requested/required within any of the deadlines stated above, the applicant would be reinstated based on the date and time of the initial application in effect at the time the correspondence was sent.
    d. When AHA is unable to contact an applicant by first class mail to schedule a meeting, interview or to make a unit offer, AHA shall suspend processing of the application until the applicant is either withdrawn (e.g., no contact by the applicant) or reinstated (e.g., contact by the applicant within the stated deadlines). If an application is suspended, applicants next in sequence will be processed.

Note: In the event an applicant is withdrawn due to correspondence "not received", it is the applicant's responsibility to provide detailed verification from the local U.S. Post Master that there has been an error with the mail delivery service. If AHA receives the returned correspondence as "undeliverable", it is the applicant's responsibility to provide 60-day current verification that the address is the current mailing address and AHA can rule out failure to update address as required.

Persons who fail to respond to AHA's attempts to contact them because of verified situations related to a disability, shall be entitled to reasonable accommodation exemptions upon request and approval of the 504 Coordinator. Requests for reinstatement must be made within 60-days of the withdraw date. For those exemptions, AHA shall reinstate the applicant based on the date and time of their initial application in effect at the time the correspondence was sent.

NOTE: Families whose applications are withdrawn or rejected will also be removed from the current waiting list. If they re-apply, it will be considered a new application which will be processed in the order it was received and subject to the waiting list in effect at that time.

4.10 Updating the Waiting List

The Waiting List will be **UPDATED** at the discretion of the Executive Director.

An "Update Notice" letter will be mailed by first class mail to all current applicants on the AHA Waiting List. Applicants will be required to complete and return the enclosed questionnaire within thirty (30) business days from the date of the initial notice, as a confirmation of their continued interest for remaining on the Waiting List. This process will ensure that the waiting list remains current and accurate. Applicants who respond during this (30) business day period will remain on the wait list; however, their current wait list position may be affected based on the information provided by the applicant. An example of this would be a possible change in preference status.

In the event the U.S. Postal Service returns the initial "Update Notice" letter as undeliverable or there is no response from the applicant after 15 business days, AHA will mail a second and final update notice letter to the applicant first class mail/return receipt. The applicant **MUST** return the subsequent enclosed questionnaire with signature within fifteen (15) business days from the date of the second and final notice (30 business days total having elapsed from the initial notice). The applicant's failure to respond to the **SECOND AND FINAL** notice will result in the applicant's name being **REMOVED** from the waiting list without further notification.

The Deputy Director may allow exemptions only in certain hardship circumstances, i.e., death of an immediate household member or hospitalization of the applicant or other listed household member. The applicant **MUST** provide AHA with **ACCEPTABLE** and **VERIFIABLE** written documentation that supports their request for an exemption.

NOTE: All requests for reconsideration including "reasonable accommodation" MUST be made within 90 calendar days from the deadline to submit the updated form. AHA will also collaborate with local service providers to ensure clients who are chronically homeless are made aware of the update process. AHA will also issue public notices and advertise the update process in a cost effective manner so that the update process may be broadly communicated to the public.

CHAPTER 5 Misrepresentation by the Applicant or Tenant

If an applicant or current program participant is found to have made willful misrepresentations at any time that resulted in the applicant or participant being classified as eligible to receive assistance, when, in fact, he or she was ineligible, the applicant will be declared ineligible and the public housing lease, housing choice voucher, and/or application will be terminated, and/or the tenant evicted in accordance with state law. If such misrepresentation resulted in the tenant paying a lower housing rent than was appropriate, the tenant **must** pay the difference between the actual payments and the amount that should have been paid by the participant. In justifiable instances, AHA may take other action it deems appropriate, including referring the assisted household to the proper authorities for possible criminal prosecution.

Applicants who misrepresent information provided in the application may be denied admission to federal housing assistance programs administered by AHA for up to three (3) years.

CHAPTER 6 Eligibility & Admissions Screening

24 CFR § 960, Subpart B and 24 CFR § 982, Subpart E

AHA will accept and process admissions applications in accordance with applicable federal HUD regulations and AHA policies and procedures for taking applications described in this ACOP. AHA will assume that the facts certified to by the applicant in the application packet are correct and true, although **all facts will be verified later in the admissions process**. In addition, all families who are admitted to either the public housing program or Section 8 rental assistance program must be **individually determined eligible** as prescribed under 24 CFR § 960.201 or 982.201 and the policies of this ACOP and the Rental Assistance Housing Programs Administrative Plan.

The applicant **must** provide AHA with all necessary documents that will assist AHA in determining the program eligibility of the applicant and the applicant's household members, prior to the applicant being offered admission to a public housing dwelling unit, issued a Section 8 housing choice voucher or any other form of housing assistance provided by AHA. At a minimum, documentation includes proof of birth, identification (18 or older), citizenship and immigration status, marriage, divorce, and the furnishing of Social Security numbers for each household member. This chapter describes verification standards and methods to be used for verifying income, assets and deductions information as well as any other documentation needed to verify eligibility as prescribed by HUD.

This chapter also identifies the information and documents associated with the **screening and processing of applications for admission**. **ALL** applicants will be screened to determine suitability for placement in a public housing dwelling unit in accordance with the occupancy guidelines adopted by AHA in this ACOP, including the applicant's ability to comply with the requirements of the lease agreement or the Section 8 housing choice voucher.

AHA **will** conduct a criminal background check, credit check and previous landlord screening on new admissions and their household members 18 years of age and older.

6.1 Eligibility Criteria

It is the policy of AHA to admit to the public housing and housing choice voucher programs **ONLY** applicants who are determined eligible and who meet the applicant admissions and selection standards. An applicant is qualified and eligible if he/she meets all of the following criteria:

1. Meets definition of a Household as defined in Chapter 21;
2. Head of Household is at least 18 years of age or older, or the H/H is an emancipated minor;
3. Meets HUD requirements on citizenship or immigration status per 24 CFR §5.508;
4. No adult household member 18 years of age or older has ever been arrested, formally charged or convicted for the sale or manufacture of drugs or violent criminal activity, or any alcohol abuse that resulted in any violent criminal activity. Exception: an applicant will not be denied admission if he or she or any member of the applicant's household is the victim of domestic violence, dating violence, or stalking. In such an instance, it is the applicant who must be the victim of such crimes, whereas the perpetrator **cannot** be admitted as a household member;

5. The household has satisfied any debt owed to AHA or any other PHA, as a result of prior participation in any federal housing program within 30-days notification by the AHA Intake/Admissions staff;
6. Has an Annual Income as defined in the Glossary of Terms of this plan at the time of admission that does not exceed the income limits (maximum incomes by household size established by HUD) posted in AHA offices;
7. Provides documentation of Social Security numbers for all household members no matter what the age of the household member per 24 CFR § 5.216, or certifies in writing that they do not have Social Security numbers (in the event no Social Security number is provided applicant will complete a "No Social Security" form);
8. Provides Proof of Birth that includes the name, date, place of birth and the names of the parent(s) for each household member;
9. Meets the Applicant Selection Criteria as defined in these policies, including attending an AHA-approved Public Housing Program or Section 8 Housing Choice Voucher Program orientation session. Single applicants who are not elderly, near elderly (i.e., 50 years or older), disabled, physically impaired or displaced can only be admitted to the Section 8 Rental Assistance program.

Applicants or participants found to be subject to sex offender registration requirements under a state sex offender registration program are prohibited from program participation for life.

NOTE: If an adult household member was arrested and can provide verifiable documentation that the arrest DID NOT result in the household member being either formally charged and/or convicted, AHA may review the documentation and make a determination of eligibility to participate.

A. Eligible Households

An applicant is eligible for assistance under the Low-Rent Public Housing Program, Section 8 Housing Choice Voucher Program, Moderate Rehabilitation and SRO programs if, at the time he or she initially received assistance under the program(s), he or she met at least one or more of the following:

1. The household is a Very Low-Income Household, whose income is at or below 50% of the area-wide median income as determined by HUD; or
2. Has been continuously assisted under the U.S. Housing Act of 1937 (or the remaining eligible member of a tenant household), or;
3. Meets AHA's definition of "displaced" and also meets all other eligibility requirements; and
4. Has not been evicted from public housing or any Section 8 housing assistance program for drug- related and/or violent criminal activity for at least seven years from the date of the eviction or as prescribed by HUD regulations.

NOTE: Under the Section 8 program for incoming portability, income eligibility is NOT re-determined when a participant household (a household who is already under a HAP contract) exercises portability.

B. Definition of Household

A "household" can be either a single person or a group of persons.

An elderly household that is defined as a household whose head of household, co-head of household, spouse, or sole member is at least 62 years of age.

A disabled household means a household whose head, co-head, spouse or sole member has a disability as defined in 42 U.S.C. § 423 or are determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment.

C. Descriptions of Household Members

Split Households

When an applicant/participant household splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same wait list position/assistance, and the split families are unable to decide among themselves, AHA will base its decision taking into account the following factors:

1. Which of the two families' retains custody of any minor children or any disabled or elderly members to provide for reasonable accommodation;
2. Any role domestic violence may have had on the household split;
3. Recommendation of social service agencies, law enforcement agencies, including local District Attorney's office or other qualified professionals such as local or state children's protective services.

Documentation (e.g., burden of proof) of these factors is the sole responsibility of the applicant/participant families. If either or both of the families **DO NOT** provide the documentation, they may both be denied for failure to supply the required information requested by AHA.

In the event the split of the household results in each parent taking custody of one or more of the minor children as ordered by the Court, both families will then be offered a low-rent public housing unit and/or issued a housing choice voucher. The applicable program occupancy or subsidy standard will be applied for each household based on the size and composition of each household to be assisted in conjunction with AHA' Occupancy Standards.

Multiple Families in the Same Household

When two families living together apply, (such as mother and father, and a daughter with her own husband or children), and they apply as a household unit, they will be treated as one household unit for purposes of program occupancy and subsidy standards.

Joint Custody of Children (Allowances for Minors)

When children are subject to a joint custody agreement, but live with one parent at least 51% of the time, that parent will be eligible for the $480 allowance for minors. When both parents are on the Waiting List and both are claiming full-time custody of the same minor child, the parent who provides verifiable evidence (i.e., court issued decree) of full-time or majority custody will be allowed to claim the minor(s) as a dependent(s) for purposes of housing assistance eligibility.

Emancipated Minor

State statute, 28-6-1 NMSA 1978, Age of Majority, sets forth that a person 18 years of age is an adult in every sense of the law, including the law of contracts. If the applicant is under 18 years of age, AHA will not accept the individual's application unless he/she is sixteen or older and has entered into a valid marriage, or, is an emancipated minor. An emancipated minor shall be considered as being over the age of majority for the purposes of entering into a binding contract and for establishing his/her own residence.

Based upon State law, if the minor in question is 15 years old or younger, he/she cannot enter into a binding lease agreement. If the minor is at least 16 years of age, he/she may be emancipated (by a valid marriage or Court Declaration of Emancipation) and, therefore, able to enter into a lease agreement. The potential applicant will be required to show documented proof of valid marriage or Court Declaration of Emancipation.

Student Eligibility Requirements (Rental Assistance Programs)

The eligibility restrictions imposed on students enrolled at institutions of higher education are set out in two parts, Section 327(a) of Title III of Public Law 109-115 (119 Stat. 2936) and 24 CFR §5.612 and provide as follows:

No assistance shall be provided under Section 8 of the U.S. Housing Act of 1937 ("1937 Act") (see 42 U.S.C. 1437(f)) to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002); and
2. Is under 24 years of age; and
3. Is not a veteran of the United States Military; and
4. Is unmarried; and
5. Does not have a dependent child, and
6. Is not otherwise individually eligible, or has parents who, individually or jointly are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

These restrictions do not apply to students residing with their parents in a Section 8 assisted unit or who reside with parents who are applying to receive Section 8 assistance.

For a student under the age of 24 who is not a veteran, is unmarried, and does not have a dependent child who is seeking assistance, both the student and the student's parents (individually or jointly) must be income eligible for the student to receive section 8 assistance.

A student under the age of 24 who meets the following criteria may become eligible for assistance if:

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student (for Student Financial Aid purposes).
3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS income tax regulations.
4. The individual must obtain a certification of the amount of financial assistance that will be provided by his/her parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance, in excess of amounts received for tuition under the Higher Education Act of 1965, from private sources, or from an Institution of higher education shall be considered income. This only applies to the eligibility of students applying for or receiving Section 8 assistance. It does not apply to the Public Housing program.

6.2 Required Documentation

Applicants are required to provide proof of eligibility by providing the following documentation:

1. **Proof of Birth** - Families are required to provide proof of birth for ALL listed household members as a condition of and prior to admission and continued assistance. Birth certification documentation must include the name, date, place of birth and the names of the parents. Acceptable documentation consist of copies of the following:
    - An official State issued Birth Certificate (usually issued by a state Vital Statistics Agency); or
    - A church issued certificate (i.e., baptismal certificate); or
    - A Permanent Resident Card, Employment Authorization Card or U.S. issued Passports (copies of both the front side and back side of these government issued documents), or
    - Military issued Certification of Birth Abroad or Military form DD-214.
    - A hospital issued Proof of Birth in circumstances of a recent birth

    If none of the above is available and after the applicant has made serious attempts and provided our office with written verification from all sources listed above. AHA will accept a sworn/certified affidavit provided by AHA and signed by the applicant and section Housing Program Manager. The affidavit will indicate the person's name, parent's names, date and place of birth.

2. **Proof of Marriage** - Families who make application and are legally married must provide, at a minimum, a certified copy of a "Marriage Certificate" duly signed by the husband, wife and the public official recording the marriage in its public books of records. If a marriage certificate is not available the following information is acceptable:
    - Federal or State tax forms that indicate "Married Filing Jointly" for most recently filed tax year;

- Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, city, county or tribal government that has recognized the legal union (living as a married couple) of the household as co-heads of household;
- Couples that are considered married under a common law arrangement can provide the same information as that listed above to certify that they are living together as husband and wife.

The applicant household (or Couple) **MUST** also certify in their application that they are living together as a married couple.

3. **Proof of Divorce** - If an applicant is divorced, the applicant must provide at least one of the verification documents listed below:
   - A final executed divorce decree from a court of law and a Supplemental Agreement, if applicable; or
   - Federal or State tax forms that indicate "Single Filing" or Head of Household for the most recently filed tax year.

4. **Proof of Social Security Numbers** – [24 CFR §5.216 and §5.218] Applicants are required to provide Social Security Numbers for ALL household members as a condition of admission and continued assistance. **Failure to furnish verification of Social Security Number for each household member is grounds for DENIAL of ADMISSION, TERMINATION of TENANCY or TERMINATION of the HOUSING CHOICE VOUCHER**. Verification of Social Security Number will be through the applicant presenting a valid Social Security Card issued by the U.S. Social Security Administration for each household member to AHA at the application interview.

   If the applicant or any household member cannot provide a Social Security card at the time of application, other documents with the Social Security Number may be used temporarily for verification purposes.

   These documents include:
   a. An original SSA-issued document (i.e., NUMI), which contains the name and SSN of the individual; or
   b. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

   Social Security cards for ALL household members will be required at time of initial public housing placement or voucher issuance, for the exception of involuntary displacements, where the NUMI would be acceptable. AHA will assign alternative numbers for a new born. If the applicant cannot provide Social Security cards for all household members, the applicant may retain his or her place on the waiting list, but **MUST** provide appropriate documentation before the household is admitted into any housing program.

5. **Citizenship or Eligible Immigration Status** [24 CFR 5, SUBPART E]

   Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or non-citizens that have eligible immigration status. At

least ONE household member MUST be a citizen, national, or non-citizen with eligible immigration status in order for the household to qualify for any level of assistance. Eligible immigrants are persons who are in one of the six immigrant categories specified by HUD. (Refer to "Declaration of Immigration Status" for definition of the six categories.)

Declaration of Section 214 Status [24 CFR § 5.508]

HUD requires each household member to declare whether the individual is a citizen, a national, or an eligible non-citizen, except those members who elect not to contend that they have eligible immigration status. For the U.S. Citizenship/Eligible Immigration requirement, the status of each member of the household is considered individually before the household's status is defined. Those who elect not to contend their status are considered to be ineligible non-citizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other household member 18 or older, and by a parent or guardian for minors. The household must identify in writing any household members who elect not to contend their immigration status (see Ineligible Non-citizens below).

Eligible Non-Citizens: In addition to providing a signed declaration, those declaring eligible non-citizen status must sign a verification consent form and cooperate with AHA efforts to verify their immigration status. The documentation required for establishing eligible noncitizens status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the household began receiving HUD-funded assistance. If documentation expires during continued occupancy, AHA will require updated verification of eligible immigration status.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of FAS (Public Law 106-504)

Ineligible Non-Citizens: Those non-citizens who do not wish to contend their immigration status are required to have their names listed on a non-contending household members listing, signed by the head, spouse or co-head (regardless of citizenship status), indicating their ineligible immigration status. AHA is not required to verify a household member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to non-citizen students is prohibited [24 CFR §5.522]. This prohibition extends to the non-citizen spouse of a non-citizen student as well as to minor children who accompany or follow to join the non-citizen student. Such prohibition does not extend to the citizen spouse of a non- citizen student or to the children of the citizen spouse and non-citizen student. Such a family is eligible for prorated assistance as a mixed household.

- **Mixed Families** A mixed household, is one in which at least one member is a U.S. citizen or has eligible immigration status, but other members do not have eligible immigration status (or elect not to state that they have eligibility status). These families

are referred to as "mixed families". Mixed families are eligible for assistance on a pro-rata basis.

- **No eligible members**. Applicants that include no eligible members will be ineligible for assistance and will be denied admission. They will be given an opportunity to request an informal hearing.

- **Acceptable Proof of Eligible Immigration Status** For applicants and household members born outside the United States of America, AHA will require a copy of both front and back of official government documents issued by the U.S. Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS), or if issued before 2003, the U.S. Immigration and Naturalization Service (INS). These documents include:
  a. Resident Alien Card or Permanent Resident Card; or
  b. I-94, Refugee, Asylum, or Conditional Entry Card; or
  c. Temporary Evidence of Lawful Admission for Permanent Residence Card; or
  d. U.S. Department of Homeland Security Employment Authorization Card; or
  e. Parole Status Card

- **Appeals** For this eligibility requirement only, the applicant is entitled to an informal hearing like those provided for other eligible participants.

6. Proof of Custody

Applicants that are applying for assistance of a minor, and they are not the parent, must provide a notarized statement from the current legal guardian that the minor will be living in the household. AHA may request additional information regarding the custodial arrangement to ensure proper housing assistance is being provided.

7. Photo Identification

All applicants 18 years of age and older are **required to provide a photo identification card**. Acceptable types of photo identification consist of:

- a valid government issued driver's license,
- or a valid government issued identification card, including Permanent Resident Card,
- or U.S. Military or U.S. Veterans Affairs Administration issued photo identification card,
- or U.S. Passport Book, or U.S. Passport Card,
- or a currently valid public school, college or university issued student photo identification card,
- a photo identification card issued by a federally recognized Indian Nation, Tribe or Pueblo, etc.

AHA will certify identification of the applicant and household members by cross-referencing documents provided by the applicant with a valid photo identification card.

6.3 Screening Activities

All applicants will be required to attend either a public housing Pre-Occupancy or Voucher Certification briefing or both, depending on the assistance being offered. AHA will conduct a **detailed interview** of all applicants using an Interview Checklist as a part of the screening process. The form will ask questions based on the essential elements of tenancy and program participation. Answers may be subject to third party verification. All applicants prior to admission will be required to undergo ALL the following screening activities:

1. **Monies Owed PHA:** Any payment of funds owed to AHA or any other PHA is part of the screening evaluation including any EIV confirmations of debts owed to any PHA. Applicants must pay in full all debts owed to AHA, and/or any other PHA, in order to be eligible to accept a public housing unit or housing choice voucher offer. **AHA will reject an applicant for unpaid balances owed a PHA,** only, if the applicant refuses to make full restitution prior to unit offer, placement in a public housing unit, or the issuance of a Section 8 housing choice voucher;

2. **Criminal Background Checks** AHA will complete a **criminal background check** on **ALL** new admissions and household members 18 years of age or older. Criminal background checks will be performed using the Social Security numbers of all adult household members. If a member does not have or has not been issued a Social Security number, AHA will use the member's name & date of birth to perform the criminal background check. If the applicant or any adult household member has ever been arrested, formally charged or convicted for the sale or manufacture of drugs or violent criminal activity, or any drug or alcohol abuse that resulted in any criminal activity, or has a pattern of criminal activity, **MAY NOT BE ELIGIBLE FOR ADMISSION OR CONTINUED PARTICIPATION** with housing assistance programs administered by AHA. AHA may require an applicant to **exclude a household member** in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection. AHA will also conduct yearly criminal background checks at recertification on all household residents 18 years of age or older to ensure no criminal violations have taken place during tenancy.

3. **Court Case Searches:** In instances where the background check reveals an arrest and/or charge that requires "Judgment and Sentencing" resolution, AHA may first search in the NM State Judiciary Case Look-Up website, to determine if the charge and/or criminal case received a "NOLLE PROSEQUI" (i.e., No Prosecution/Case Dismissed), if so, a copy of the Judgment and Sentencing (J&S) will not be required from the applicant or applicable household member. The applicant will then be eligible for admission unless the arrest is part of a pattern of criminal activity.

4. **Judgments:** AHA reserves the right to reject an applicant or applicants who have a pattern of more than one eviction and/or an outstanding judgment of restitution to a landlord. This includes instances where applicants have made no attempt to meet the payment requirements of an outstanding judgment. Such lack of action on behalf of the applicant shall be cause for rejection.

Public Housing tenant suitability screening activities may also include:

1. **Credit History:** Public housing applicants will be required to undergo a credit history check, to determine the applicant's history in meeting financial obligations and the monetary commitments that are outstanding, which may affect eligibility or ability to pay under a rental agreement. Applicants with no credit history at all may be considered, but will still be required to provide personal references and/or landlord history. In evaluating credit, medical accounts and student loans will not be included.

   To allow for the establishment of positive credit, in cases where it is clear that the applicant in the most recent two years established positive credit, and all negative accounts are older than three years, the most recent history will be given the greater weight. In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

2. **Rental History:** Public Housing applicants to the best of their ability must supply a complete rental history for seven years. Gaps in rental history must be explained. Landlord references will be verified. Listed addresses and landlord information may be cross-checked by other means. Applicants will be denied for negative rental history such as evictions, damage to property, lease violations, including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

   Exceptions can be made at the discretion of AHA provided that the debt was paid in full (subject to verification) and the rental history requirement is satisfied and verifiable, and the household meets all other requirements. If an applicant has not yet established the minimum seven years required, personal references (household members) may be substituted. **NOTE: HOUSEHOLD MEMBERS WILL NOT BE CONSIDERED LANDLORDS FOR PURPOSES OF LANDLORD REFERENCE CHECKS**

6.4 Mitigating Circumstances

Applicants may provide evidence of successful and sustained modification of previous disqualifying behavior.

1. Examples of mitigating circumstances by AHA may include items such as the following:

   a. Evidence of 100% successful completion of any required probation and being in compliance with conditions of that probation unless the behavior disqualifies the applicant;
   b. Evidence of the applicant household's participation in social services or other appropriate counseling service.

2. Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission, and failure to successfully complete 100% of required probation, will result in application being withdrawn from the Wait List and/or the applicant being terminated from the program.

6.5 Qualifying / Disqualifying Applicants

1. Qualified families will be notified in writing by AHA when an offer of assistance has been processed. An offer of assistance only qualifies an applicant household to be considered for a public housing unit or housing choice voucher and does not guarantee admission to either program.

2. AHA will promptly mail a "Notice of Rejection" to an unqualified applicant within 10 business days of the determination. The notice must state the basis for such determination and offer the applicant an opportunity to request an informal hearing (see Procedures for Informal Hearings). Informal hearings for applicants are different from the tenant grievance process. Applicants are not entitled to the use of the tenant's grievance procedure.

3. Applicants known to AHA to have a disability that are generally eligible for admission but in one or more ways fail to meet the Selection Criteria will be offered an opportunity for a second meeting with AHA staff to determine whether mitigating circumstances or reasonable accommodations will or will not make it possible for them to be housed in accordance with the Screening Procedures.

CHAPTER 7 Verification Standards

24 CFR § 960.259(c) and 24 CFR § 982.516(a)

AHA is required by federal HUD regulations to obtain and document in the tenant files**, independent third party verification** related to income, assets, and deductions, for each household applying for admission to its housing assistance programs. At a minimum, AHA will obtain and document in the tenant file third party verification of the following specific items:

1. Reported household annual income from ALL household members and from ALL sources;
2. The cash value of assets and income derived from assets;
3. Expenses related to deductions from annual income; and
4. Any other factors that may affect the calculation of adjusted income.

7.1 Release of Information

[24 CFR § 5.230]

Each household member aged 18 and older is required to sign the General Authorization form. Each household member aged 18 and older will be required to sign a Form HUD-9886, Release of Information/Privacy Act. Each household member aged 18 and older may also be required occasionally, to sign authorizations for specific purposes which include but are not limited to Social Security Records and IRS records.

NOTE: Household refusal to cooperate with this process will result in denial of admission or termination of assistance. It is a Household Obligation to supply any information and supporting documents requested by AHA or HUD.

7.2 Timing of Verification

Initial Move-in/Relocations and Interim certifications: Verifications cannot be more than 60 days old from the effective date of the calculation.

Annual Re-exam: Verifications cannot be more than 120 days old from the effective date of the calculation.

It is the **responsibility of the tenant/head of household** to report any and all changes in income or household composition to AHA **in writing** within ten (10) days of the event and to provide acceptable verifiable documentation as to changes in household income.

7.3 Items to be Verified

[24 CFR § 5.240 & § 5.609]

Items to be verified include but are not limited to:

1. All household income not specifically excluded by the regulations;
2. Full-time student status including High School students who are 18 years of age or older;
3. Current assets including assets disposed of for less than fair market value in the preceding two years;
4. Childcare expense where it allows an adult household member to be employed and/or to further his/her education;
5. Total medical expenses of all household member in households whose head of household or spouse is elderly or disabled;
6. Disability expenses to include only those costs associated with attendant care or auxiliary apparatus, which allow an adult household member to be employed;
7. Disability status for determination of admissions preferences, income allowances or deductions;
8. U.S. Citizenship/eligible immigrant status;
9. U.S. Social Security Numbers for all household members;
10. Admissions Preference Status claimed;
11. Familial status when needed for Head of Household or spouse definition;
12. Reductions in benefits for non-compliance with TANF program requirements;
13. Household composition.

7.4 Methods of Verification

The primary methods of verification acceptable by AHA for the tenant file to be properly documented in order of acceptability include:

1. **Enterprise Income Verification (EIV):** HUD's EIV system **MUST** be used to verify income of current program participant's within 120-days from initial admission, interim rent changes and at the annual re-certification. The EIV Security and Procedure Policies are incorporated into the ACOP by reference and as an Appendix.

2. **Written Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense sources(s) supplied by the household. **The verification documents must be supplied directly to the independent source by the PHA and be returned directly to AHA from the independent source. Fax and e-mailed copies of verification forms may be accepted, provided they demonstrate evidence of coming from the independent source.**

3. **Oral Third Party Verification:** Independent verification of income and/or expense by contacting the individual income/expense source(s) supplied by the household, via telephone call, the name of the person contacted and telephone number, along with the confirmed verified information. **This form of third party verification will be used in the event that the written third party verification is not received after 14 days of mailing and prior to the processing of a calculation, return of a RFTA or public housing placement.**

4. **Self-Certification/Self-Declaration:** Written affidavit or notarized statement of reported income and/or expenses signed by the household. This verification method will only be used as a last resort when all other verifications options are not available. **The file MUST be documented as to the reason(s) why third party verification was unattainable.**

Option to use participants' actual past income in verifying income
Projecting expected income and obtaining the additional documentation necessary to project income places an unnecessary burden on PHA staff time and resources when compared to the minimal annual change in tenant incomes. Further, projecting income can lead to PHA staff errors that result in improper rent determinations. This provision is intended to simplify the requirements associated with determining a participant's annual income (24 CFR 5.609(a)(2)).

In determining annual income, PHAs may choose to use either actual past income or projected future income. Currently, annual income includes income that is anticipated to be received from a source outside the household during the 12-month period following the effective date of admission or annual re-certification. This Notice provides PHAs with the option of determining annual income based on past actual income received or earned within the last 12 months. If a PHA operates both PH and HCV programs, this option is available for both of their programs. For the purpose of verifying income reported in HUD's Enterprise Income Verification (EIV) system, PHAs that choose to use actual past income must use the most recent 12 months of income information available in EIV. Because this EIV report will give actual earnings data verified by a third party, the program participant is no longer required to provide third party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice).

If there has been a change in circumstances for a tenant, or a tenant disputes the EIV reported income information and is unable to provide acceptable documentation to resolve the dispute, the PHA must request written third-party verification. For example, if a program participant lost his/her job, changed jobs, or worked reduced hours in the months subsequent to the time period covered in EIV, the PHA must use, at the participant's request, the more recent income information verified by participant -- through third-party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice) or written third-party verification, which reflects the new or current work circumstance.

PHAs must continue to verify income from sources not available in EIV. However, PHAs must use the same time period for both wage and non-wage income. For example, if a PHA uses EIV information from July 2011 to June 2012 for the purpose of verifying income from wages, the PHA must use the same time period for any nonwage income.

Allowing households to self-certify as to having assets of less than $5,000
Tenants with assets below $5,000 typically generate minimal income from these assets which results in small changes to tenant rental payments. However, PHAs spend significant time verifying such assets which strains PHA budgets, and leads to increased staff errors. This provision is intended to simplify the requirements associated with determining a participant's annual income (24 CFR 5.609(b)(3), 982.516(a)(2)(ii), 960.259(c)).

Families with assets are required to report all assets annually. The amount of interest earned on those assets is included as income used to calculate the tenant's rent obligation. Currently, where the household has net household assets in excess of $5,000, annual income includes the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate.

This Notice allows a PHA to accept a household's declaration of the amount of assets of less than $5,000, and the amount of income expected to be received from those assets. The PHA's application and re-certification documentation, which is signed by all adult household members, can serve as the declaration. Where the household has net household assets equal to or less than $5000, the PHAs does not need to request supporting documentation (e.g. bank statements) from the household to confirm the assets or the amount of income expected to be received from those assets. Where the household has net household assets in excess of $5000, the PHA must obtain supporting documentation (e.g. bank statements) from the household to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

Allowing optional streamlined annual re-certifications for elderly families and disabled families on fixed incomes
PHAs are statutorily required to verify income and calculate rent annually, including for elderly and disabled families on fixed incomes. The requirement to undertake the complete process for income verification and rent determination for families on fixed incomes is not necessary given the infrequency of changes to their incomes. Further, this requirement requires considerable staff time and PHA resources. This provision is intended to simplify the requirements associated with determining the annual income of participants on fixed incomes (24 CFR 982.516, 960.257). PHAs may opt to conduct a streamlined re-certification of income for elderly families and disabled families when 100 percent of the household's income consists of fixed income. In a streamlined re-certification, PHAs will recalculate household incomes by applying any published cost of living adjustments to the previously verified income amount.

Fully Excluded Income:

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, the PHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

PHAs may accept an applicant or participant's self-certification as verification of fully excluded income. The PHA's application and re-certification documentation, which is signed by all adult household members, may serve as the self- certification of the fully excluded income. PHAs have the option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion. Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.

For a complete list of income exclusions, see 24 CFR 5.609(c).

AHA will allow families to submit the following income verification documents (third party verification not required):

a. Award letters from the U.S. Social Security Administration (SSA) (i.e. disability benefits, retirement pensions, survivors, orphans, etc.);
b. Supplemental Security Income (SSI) benefits;
c. U.S. Department of Veterans Affairs (VA), Veteran's benefits;
d. State of NM, Department of Workforce Solutions, Unemployment Insurance (UI) benefits;
e. State of NM, Workers' Compensation Administration benefits;
f. Retirement pension benefits;
g. State of NM, Human Services Department (HSD), Income Support Division (ISD);
h. Temporary Assistance for Needy Families (TANF) benefits;,
i. General Assistance (GA) payments and Food Stamps (FS) also known as (SNAP);
j. State of NM, HSD, Child Support Enforcement Division (CSED);
k. Child support payments award statements or receipts;
l. State of NM, Children, Youth & Families Department (CYFD) child care services payment checks;
m. Letter from employer;
n. Student loan and student financial aid grant (i.e. Pell Grant) award letters;
o. Tribal per capita payment notices;
p. Self-employment certifications;
q. Records from U.S., State, Tribal, District, Metropolitan, City or County Courts.

Procedures for Obtaining Third Party Written Verification

Third party written verification is **used to verify information directly with the source** and will be obtained using the following procedures:

1. Third Party verification form together with a copy of a signed "Release of Information" form will be sent to the source. The verification form returned from the source **MUST** have been returned via first class mail, e-mail or FAX.
2. Hand carried verification(s) from a third party and brought by the household will be accepted at admission only. The hand-carried verification(s) must be date stamped as received by AHA and **followed-up with written third party/oral verification.**
3. AHA will **not** require additional third party verifications when agency generated computerized **printouts** delivered by the household are provided. Sources of such printouts include but are not limited to:
    a. U.S. Social Security Administration (SSA); or
    b. U.S. Department of Veterans Affairs (VA); or
    c. Human Services Department (HSD); or
    d. Department of Workforce Solutions, Unemployment Insurance (UI); or
    e. Workers' Compensation Administration (WCA)
    f. U.S., State, Tribal, District, Metropolitan, County or City Courts g) U.S. Department of the Treasury, Internal Revenue Service (IRS) h) Taxation and Revenue Department (TRD)
    g. Employer check stubs (only when employer income is reflected in EIV)
    h. Child Support Enforcement Division (CSED)
    i. Educational loan/grant

Procedures for Obtaining Third Party Oral Verification

Oral verification will be used in the event that the written third party is not received prior to the processing of the calculation, return of a RFTA or public housing placement. When third party oral verification is used, AHA staff will be required to generate the call and note the file accordingly. At a minimum, the note must include the following:

- Name and title of the "third-party source" (i.e., person) that provided verbal verification; and
- Date and time verbal verification was taken including the initials of the AHA staff person accepting the verbal verification from the third-party source.

Self-Certification/Self-Declaration

When verification cannot be made by a third-party, families will be required to submit a self-certification statement or sworn affidavit signed under penalty of perjury as true. **The signature(s) must be notarized**.

7.5 Acceptable Verification of Income & Assets

A. Employment Income

Acceptable methods of verification:

1. Completed third party verification forms.
2. Most recent consecutive check stubs/earning statements covering a 64 week period.
3. For new hires/terminations, employment verifications must include the following information:
    a. Dates of employment/termination;
    b. Hourly wage;
    c. Hours per week/month/etc.
    d. Estimated income from overtime, tips, commissions, or bonus pay expected during the next 12 months; and
    e. Any other relevant information that may affect income during the next 12 months.
4. Employer supplied employment forms (i.e., federal W-2 Forms), plus income tax return forms; and
5. Self-certification forms or income tax returns signed by the household may be used for verifying self- employment income, or income from tips and other gratuities.

NOTE: In cases where there are questions about the validity of the information or cases of temporary sporadic income, AHA may require the most recent State/Federal income tax returns.

B. Social Security, Supplementary Security Income (SSI), Disability Income, Railroad Pension, other Pensions

Methods of verification that will be accepted:

1. Award or benefit notification letters prepared and signed by the providing agency;
2. Computer report electronically obtained or a print out submitted in hard copy; and

C. Unemployment Insurance (UI) Compensation

Methods of verification that will be accepted:

1. Verification form completed by government or private agency providing the benefits;
2. Computer reports electronically obtained or a print out submitted in hard copy from the unemployment Insurance (UI) office stating payment dates and amounts or payment stubs.

D. Temporary Assistance for Needy Families (TANF), General Assistance (GA), or Food Stamps (FS)/SNAP

Methods of verification that will be accepted:

1. AHA verification form completed by payment provider;
2. Computer generated notice of benefit (income) reports;

E. Alimony or Child Support Payments

Methods of verification that will be accepted:

1. Court endorsed copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; or
2. Letter from a State/local government child support enforcement agency, or
3. A notarized letter from the person paying the support, if no divorce decree or custody agreement is in place;
4. Copies of latest check and/or payment stubs from either the District Court, or Court Trustee; or
5. In the absence of the above, Household's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If payments are irregular, the household must provide:

1. Court endorsed copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; or
2. A statement from a State/local government agency responsible for enforcing payments to show that the household has filed for enforcement; or
3. A Welfare notice of action showing amounts received by the welfare agency for child support; or
4. A written statement from an attorney certifying that a collection or enforcement action has been filed.

F. Full Time Students

Only the first $480.00 of the earned income of full-time students 18 and over, other than head of household, co- head, or spouse, will be counted towards household income. Student Financial Aid, scholarships, student loans and grants received by full-time students are not counted towards household income. Any income derived from Student Internship Employment Program will be counted towards household income. Exceptions are permitted if the internship employment program is part of the students' financial-aid package (such as federal Work Study funding).

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official; and
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by educational institution.

G. Net Income from a Business

In order to verify net income derived from a business, AHA will review IRS and other financial documents from the two preceding years, and if necessary from prior years and use this information to determine the business income for the next twelve months.

Acceptable methods of Business Income Verification include:

1. IRS Form 1040, including Schedule C, Small Business, Schedule E, Rental Property Income, and Schedule F (Farm Income). If accelerated depreciation was used on the tax return or

financial statement, an accountant's calculation of depreciation expense will be required otherwise a computation using straight- line depreciation rules will be used; or
2. Audited or un-audited financial statement(s) of the business; and
3. Household's self-certification as to net income realized from the business during prior years will be required.

7.6 Methods Used to Verify Assets

A. Household Assets

AHA will require the necessary documentation to determine the current cash value; the net amount the household would receive if an asset were converted to cash. Documents include, but not limited to:

1. Third Party Verification letters, or documents from a financial institution of broker.
2. Checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker from all acounts.
3. Real Estate tax statements if the approximate current value can be deducted from assessment.
4. Financial statements for business assets.
5. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
6. Appraisals of personal property, market analysis or bill of sale.
7. Liability on property (i.e. mortgage balance).

B. Income from Assets (Account Interest Income and Dividends)

1. Account statements and Certificates of Deposit (CDs) that must include name of institution, minimum last four digits of account number, account holders name, account balance and applicable interest rate, or AHA provided verification forms completed by the financial institution, including broker statements showing value of stocks or bonds and the earnings credited the household. (NOTE: Earnings can be obtained from the business and financial section of a daily newspaper such as the Albuquerque Journal or the Wall Street Journal (WSJ).)
2. IRS Form 1099 from the financial institution provided that AHA must adjust the information to project earnings expected for the next 12 months.

C. Interest Income from Real Estate or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next 12 months that indicates a breakdown of principal and interest.
2. Amortization schedule showing interest received for the twelve months following the effective date of the certification and/or recertification.

D. Net Rental Income from Property Owned by Household

Acceptable methods of verification include, in this order:

1. IRS Form-1040 with Schedule E, Rental Income
2. Copies of latest rent receipts, leases, or other documentation of rent amount paid.

E. Assets Disposed of for Less than Fair Market Value during Two Years Preceding Effective Date of Initial Unit Offer/Placement, Certification or Recertification

1. For all unit offer, certifications or re-certifications, AHA will obtain the Household's certification as to whether any member has disposed of assets for less than fair market during the two years preceding the effective date of the certification or recertification.
2. If the household certifies that it has disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than Fair Market Value; (b) the date they were disposed of; (c) the amount the household received; and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

CHAPTER 8 Denial or Termination of Assistance

(DRUG-RELATED & OTHER VIOLENT CRIMINAL ACTIVITY)

AHA will perform a criminal background check on all new admissions and their adult household members 18 years and older, using either the household members' Social Security numbers and/or their date of birth. Pursuant to 24 CFR § 960.204 and 24 CFR § 982.553, applicants or any adult household member(s) who have been arrested and/or formally charged with the use, possession, or distribution of illegal drugs, or for violent criminal activity, or criminal activity associated with alcohol abuse, the applicant household **WILL NOT BE ELIGIBLE FOR ADMISSION / CONTINUED PARTICIPATION** in either the low rent Public Housing or Section 8 rental assistance programs.

Applicant families or current participants will be permitted to provide AHA with written evidence (such as photocopies of court records, i.e. Judgment and Sentencing – "J and S"), obtained directly from the U.S., State, Tribal, County, City, Metropolitan or District courts which indicate that the arrest(s) or criminal charge(s) DID NOT result in either a guilty or no contest plea and/or criminal trial, where the accused pleaded guilty or no contest, or was found to be guilty of distribution, use, or possession of illegal drugs, or for violent criminal activity, or criminal activity associated with alcohol abuse. The burden to provide such written proof lies strictly with the applicant and current program participants. New applicants and current participants will have up to ten (10) business days from the date of the written notification from AHA to provide written evidence from the courts. Failure to provide such evidence to AHA within the ten (10) business days will be cause to remove the new applicant from the Wait List, terminate their Public Housing Dwelling Lease Agreement, or Section 8 Housing Choice Voucher, or other forms of housing assistance. NOTE: Any adult household member(s) who has been arrested and/or formally charged, and who is/are awaiting a court date (and therefore cannot provide "J and S" documentation) will not be eligible for admission/continued participation.

8.1 Purpose

All federally assisted housing is intended to provide a decent and safe place to live and raise children and families, and not a place to commit violent and/or non-violent crime, or to use, possess, make, or sell drugs and/or to terrorize neighborhoods. It is the intention of AHA to fully endorse and implement policies designed to:

1. Assist in creating and maintaining safe and drug-free neighborhoods;
2. Keep our program participants free from threats to their personal and household safety;
3. Assist in maintaining an environment where children can live in safety and grow up to be productive fellow citizens; and
4. Assist families in meeting their vocational/educational goals in the pursuit of economic self-sufficiency.

8.2 Definitions

The following HUD definitions are hereby incorporated into this policy for clarity purposes:

- **Covered person**, for the purposes of 24 CFR § 960 and § 982 and this subpart, means an applicant, a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- **Drug-related criminal activity** as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) is the illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- **Violent criminal activity** includes any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
- **Guest**, for the purposes of this subpart and 24 CFR § 5, subpart A and 24 CFR § 960 and § 982, means a person temporarily staying in an assisted unit with the consent of an assisted tenant or other household member who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR Part 960 and 982 also applies to a guest as so defined.
- **Household**, for the purposes of 24 CFR § 960 and § 982 and this policy subpart, means the household and PHA-approved live-in aide.
- **Other person under the tenant's control**, for the purposes of the definition of covered person and for 24 CFR § 5, § 960 and § 982 and for this subpart, means that the person, although not staying as a guest (as defined above) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for commercial purposes is not necessarily under the tenant's control.

8.3 Drug-Related and/or Violent Criminal Activity

[24 CFR § 960.204 & § 982.553]

AHA will deny admission for seven years from the date of the last known conviction, for any drug-related or violent criminal activity. Denial of admission will be for applicants applying to either the

low rent public housing and/or Section 8 rental assistance housing programs. Exceptions may be considered in cases where evidence of rehabilitation is provided as defined under mitigating circumstances.

Current participants will have their public housing dwelling lease or Section 8 housing choice voucher rental assistance benefits terminated, if any household member is arrested, formally charged or convicted of drug-related and/or violent criminal activity while a participant in an AHA housing assistance program. AHA will also deny participation to applicants or current program participants for the following reasons as mandated by HUD:

Owners are required to adopt and incorporate into their screening and admissions policies the following ***mandatory*** provisions that prohibit admission to applicants who fit into the following categories. Owners are required to deny admission to Federally-assisted housing if:

- Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, the Owner may, but is not required to, admit the household.

- Any household member is currently engaging in illegal drug use**.**

- The Owner determines that there is reasonable cause to believe that a household member's illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.)

- Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. In accordance with Federal law, Owners shall establish standards that prohibit admission to any Federally-assisted property to sex offenders subject to a lifetime registration requirement under a state sex offender registration program. During the admissions screening process, the Owner must perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.

- The Owner determines that there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Manufacturing Methamphetamine in federally assisted housing: AHA will **permanently deny** admission to and terminate participation in the Public Housing and Section 8 HCV programs, if the applicant/participant or any household member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing in violation of any federal, state or local law.

Registered Sex Offenders
[24 CFR § 960.204 (a) (4) & 24 CFR § 982.553]

AHA will **permanently deny** admission to public housing or Section 8 HCV applicants/participants, and/or terminate participation in the Public Housing and Section 8 HCV programs, if any member of the household is subject to lifetime registration requirements under a State Sex Offender Registration Program. In screening applicants, AHA will perform the required "criminal history background checks" to determine whether any household member is subject to the lifetime sex offender registration requirement, in the State where the housing is located and in other States where the household members are known to have resided.

AHA will also deny admission if any household member is subject to a State of New Mexico 10 year or 20 year sex offender registration program. The same screening requirements described above will apply in these cases.

After being admitted to the public housing program, if the household violates the lease due to drug-related (felony and misdemeanor level) or violent criminal activity, AHA will terminate the Dwelling Lease Agreement by issuing a Three (3) Day Notice of Lease Termination for Substantial Lease Violation. For the Section 8 rental housing assistance program, the household will be notified in writing of the termination of the Housing Choice Voucher and the reason(s) for the termination.

8.4 Notice of Denial and Termination of Assistance

[24 CFR § 960.206 & 24 CFR § 982.553]

In cases where AHA decides to deny or terminate housing assistance to the household associated with drug-related and/or violent criminal activity, AHA will give the applicant or participating household a written notice that will include the following:

- The reason(s) for the proposed denial or termination;
- The effective date of the proposed termination (participating families only)

8.5 Termination for Breach of Lease Agreement

Public Housing or Section 8 program tenants terminated by AHA or by a participating Section 8 landlord through a court action and who are issued a "JUDGMENT FOR RESTITUTION", or who move voluntarily after receiving a Notice of Proposed Termination of Tenancy (Breach of Lease Agreement), shall NOT be eligible for admission to the wait list under either the Section 8 or public housing rental housing assistance programs for up to seven years from the effective date of the JUDGMENT and/or NOTICE.

8.6 Required Evidence

AHA may pursue fact-finding efforts as needed to obtain credible evidence. But, in any case, AHA will terminate assistance for criminal activity by a household member or guest, as described herein, if AHA determines, based on a preponderance of the evidence, that the household member or guest

has engaged in the activity, regardless if whether the household member has been arrested or convicted for such activity.

- **Preponderance of evidence** is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may be determined by the greater weight of all evidence.
- **Credible evidence** may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

8.7 Right to Informal Hearing

Applicants denied admission to the public housing or Section 8 housing assistance programs based on drug-related, violent or other criminal activity (such as crimes relating to abuse of alcohol), may dispute the information revealed in the criminal background check report or the determination made by AHA to deny them admission, and request an "informal hearing", in accordance with AHA Public Housing Program Grievance Procedure, or as provided for in the Rental Assistance Housing Programs Administrative Plan. The burden of proof as to the accuracy or validity of the disputed criminal background check report lies with the applicant.

8.8 Confidentiality of Criminal Records

Although all criminal records are public record, AHA will make every effort to ensure that any criminal records or reports received will be maintained confidential, and not misused or improperly disseminated. **Any misuse of the information contained in any criminal records by an employee of AHA will be grounds for termination of employment.**

CHAPTER 9 Section 8 Rental Assistance Program Issuance of Housing Choice Vouchers

This Part describes the policies and procedures in the issuance of Section 8 Rental Assistance Program to eligible program applicant families. Our primary objective is to ensure that all families on the waiting list are given equal access and opportunity to participate in the Housing Choice Voucher Program. AHA will demonstrate this by working towards achieving and maintaining a 100% lease-up rate and all available vouchers will be issued upon becoming available, either through newly funded vouchers or turnover of existing vouchers.

AHA will perform monthly voucher fund utilization assessments, in accordance with HUD guidelines, to determine the month-to-date expenditure of its budget authority and to determine if AHA is meeting its calendar year program budget authority utilization requirements.

9.1 Process for Issuing Housing Choice Vouchers to Applicants

Families will be issued a Housing Choice Voucher according to the date and time the application was accepted by AHA and there is an availability of funds in the Housing Choice Voucher project account for this purpose.

Housing Choice Voucher Offers and/or Refusals

An applicant will be permitted ONE (1) offer and/or refusal to accept a housing choice voucher. **Following the failure to accept the voucher offer, the applicant's "status date", which will lower the applicant's position on the Waiting List, will be changed based on the date and time of the offer and/or refusal.**

Applicant Briefing

Once an applicant is selected for participation, the applicant is scheduled for a briefing appointment for the purpose of determining continued eligibility and issuing a Housing Choice Voucher. Notification letters are sent to applicants at least five calendar days in advance of their Voucher offer briefing date.

Voucher recipients will be briefed one-on-one by a Housing Specialist or in a group session whenever such sessions are scheduled. The briefings are normally conducted in English in accordance with HUD prescribed guidelines. If an applicant speaks a language other than English, the applicant can bring an interpreter with them to the briefing session, or AHA will provide an interpreter at AHA expense if requested by the applicant.

- The following information is communicated to the applicant at the briefing session:
- Household's responsibilities and obligations under the Housing Choice Voucher program;
- Household and owner responsibilities and obligations under the lease and HAP contract;
- How to find a suitable unit that meets Housing Quality Standards (HQS);
- Location and boundaries where the program can execute HAP contracts;
- Inspection requirements and procedures;
- Information on State and local law and tenant rights;
- Information on Federal, State and local Fair Housing Laws;
- Information on procedures on Informal Review and Informal Hearing Procedures;
- A discussion of Fair Market Rents and Payment Standards; determination of Total Tenant Payments and the 40% Rule; and the importance of the requirements of Rent Reasonableness determinations;
- The household is advised they may obtain copies of the HQS Standards, the HAP Contract and other pertinent forms or documents on request;
- A listing of potential landlords and available units for participants is provided;
- Explanation of the importance of the Voucher 60 day expiration time limitation for locating a suitable unit;
- Warning regarding fraudulent statements to receive federal assistance and that side payments to the landlords are not permitted and that it is a form of fraud to do so.

- Inform families of Housing Choice Voucher portability procedures, including domicile requirements; and
- FSS participation.

Failure to Attend the Briefing Session

In the event the applicant fails to attend the briefing session and does not contact AHA to cancel and/or reschedule, a written notification will be sent via certified return receipt mail to the applicant instructing the applicant to contact AHA within ten (10) calendar days from the date of the notification letter. Failure to respond by the applicant, the applicant will be deleted from the waiting list.

Public Housing Tenant Moving to Housing Choice Voucher Program

Public housing assisted tenants who intend to initiate termination of the public housing dwelling lease to accept a housing voucher under AHA's Section 8 Housing Choice Voucher Program (HCV) must comply with the following requirements:

- The tenant moving public housing will be briefed on Public Housing tenant lease termination requirements during HCV issuance; and
- Tenant **MUST** provide a written "Notice to Terminate Lease" 30 days in advance with a scheduled date for a move-out inspection to their assigned Housing Specialist in the Public Housing Program & a copy to the Intake Housing Specialist for the Section 8 Housing Choice Voucher program; and
- Tenants moving from the Public Housing unit to the HCV unit **MUST MOVE** within 72 hours (3 days to move). If not, the vacating Public Housing tenant **WILL** be charged market rent, by the day, for the period of time the Public Housing unit and/or the unit door lock keys remained in the possession of the vacating tenant, after 72 hours of moving into the Housing Choice Voucher unit. If HCV unit move-in is scheduled to occur more than 72 hours prior to the scheduled public housing move-out, tenants who are moving are required to contact the Public Housing staff to re-schedule their move-out of Public Housing unit, to occur sooner, so the tenant will be out of the Public Housing unit within 72 hours of moving into the HCV unit.; and
- The tenant who is moving, **MUST return the entire Public Housing dwelling unit, including the exterior premises** (i.e., yard) in the same condition as it was at the initial MOVE-IN (except for normal wear and tear). This includes removing **ALL trash and debris** from interior and exterior of the dwelling unit.
- PLEASE NOT THAT PUBLIC HOUSING PROGRAM PARTICIPANTS MUST FULFILL AT MINIMUM THE TERM ONE YEAR ON THE ORIGINAL LEASE TO BE ELIGIBLE TO MOVE TO THE HCV PROGRAM. PARTICIPANTS ARE TO UNDERSTAND THEIR PLACE ON ANY WAITING LIST BEFORE MAKING A DECISION TO SIGN A LEASE.

The Public Housing staff will check AHA records to determine if **ANY MONIES ARE DUE** to the AHA Public Housing program (i.e., unpaid Rent, Security Deposit, Pet Deposit, outstanding maintenance work order charges, unpaid utilities, or any balances due under any Repayment

Agreement) prior to issuing a housing voucher to the Public Housing tenant. Any monies due **MUST first be paid-in-full, prior to being issued the Housing Choice Voucher.**

NOTE: Any Public Housing tenants who have MOVED to the HCV Program and who owe monies to the Public Housing program will be notified in writing and be required to pay ALL amounts owed. Failure to do so will be cause to terminate the Housing Choice Voucher.

9.2 Housing Choice Voucher Holder's Briefing Packet

[24 CFR § 982.301(b)]

The Housing Choice Voucher holder's packet will include the following:

- Voucher for the Housing Choice Voucher Program Form HUD-52646; and
- Request for Tenancy Approval, HUD 52517A; and
- Payment Standard Schedule which lists the maximum allowable rent subsidy with and without utilities for the unit size for which the applicant qualifies; and
- A statement of minimum HUD HQS requirements, including general local code standards; and
- HUD Form 375-F, which relates to lead-based paint poisoning hazards, symptoms and precautions; and
- List of Landlord Referral properties available for rent including properties accessible to persons with disabilities; and
- Equal Housing Opportunity Complaint Form, HUD-903, and "Fair Housing USA", HUD 63-90; and
- Explanation of procedure for landlord or program complaints; and
- A copy of sample lease and the required Lease provisions and prohibited lease provisions; and
- Information on the Total Tenant Payment and Total Rent; and
- Explanation of applicant's/tenant's right to hearings; and
- Information on how the estimated voucher subsidy is determined for Housing Vouchers; and
- The tenant's responsibilities regarding increased rent when they elect to rent a unit where the rent is more than the combined total of the voucher payment allowed and their basic or minimum payment; and
- Section 8 Payment Standards that includes Utility Allowance.

9.3 Assistance Provided to Housing Choice Voucher Holders

Voucher holders will be notified at their briefing session that AHA periodically updates the Available Unit Listing and how the unit listing may be obtained. AHA will also assist families with rent negotiations with owners.

NOTE: Disabled families will be provided special consideration and additional assistance in accordance with HUD Notice PIH 2005-5 (HA) and Executive Order 13217, New Freedom Initiative.

9.4 Term of Housing Choice Voucher

[24 CFR § 982.303, 982.54(d) (11)]

During the briefing session, each household will be issued a Housing Choice Voucher which represents an agreement between AHA and the Household specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and Housing Assistance Payments (HAP) contract become effective. The maximum term of the HCV is 60-days from date of initial issuance.

Expirations

The Housing Choice Voucher is valid for a period of 60 calendar days from the date of issuance. The household must submit a Request for Tenancy Approval and Lease Agreement within the 60-day period unless an extension has been granted by AHA.

If the Housing Choice Voucher has expired and has not been extended by AHA or expires after an extension, the household will not be entitled to a review or hearing.

Extensions

Extensions are permissible at the discretion of AHA up to a **maximum of 60 days**, primarily for the following reasons:

- Extenuating circumstances such as documented hospitalization or a household emergency for an extended period of time, which has affected the household's ability to find a unit within the initial 60-day period.
- AHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of AHA, throughout the initial sixty-day period. A completed search record may be required.

All requests for extensions shall be in writing and received by AHA **prior to the expiration date** of the housing voucher. Extension will be for periods of one (1) week to an additional 60 days. Any requests for extension MUST be made within seven (7) days of the expiration date of the housing voucher. Under no circumstances will AHA grant an extension after the expiration of the Housing Choice Voucher, unless the expiration was due to an error in procedure by AHA staff. The Deputy Director or the Department Program Manager shall have the discretion, after an investigation of the circumstances surrounding any claims in errors in procedure to grant an extension to the affected Housing Choice Voucher holder.

If the household was prevented from finding a unit due to disability accessibility requirements, AHA may grant extension(s) to provide reasonable opportunity to locate an appropriate accessible unit.

Extensions due to reasonable accommodation will be reviewed per Reasonable Accommodation Policy.

AHA will also review extension requests in order to locate a large size bedroom unit (i.e., 4 bedrooms plus) requirement

NOTE: Expiration of a Housing Choice Voucher does not preclude the household from submitting a new application for housing assistance, provided that AHA is accepting applications.

9.6 Encouraging Participation in Areas Without Low Income or Minority Concentration (Achieving De-concentration)

At the briefing, families will be encouraged to search for housing in non-impacted low-income and minority areas. AHA will provide assistance to any household who requests such assistance. The assistance provided to families includes, but is not limited, to the following:

- Direct contact with Landlords
- Advising families where non-impacted areas are located
- Counseling with the household
- Encourage participation by owners of units located outside areas of poverty or minority concentration

9.7 Security Deposit Requirements

[24 CFR § 982.313]

Security Deposits charged by owners may not exceed those charged to unassisted tenants, or the maximum prescribed by State or local law.

For lease-in-place families, responsibilities for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the household prior to the beginning of assistance. It is recommended that the owner include such language and requirement in the lease agreement.

9.8 Subsidy Standards – Determining Housing Choice Voucher Size

The following has been established to determine appropriate bedroom unit size to correspond with household composition in issuing Housing Choice Vouchers. To the greatest extent possible, AHA will allow families to select the bedroom size to best meet their particular household composition needs.

One bedroom is assigned for the head of household/spouse or head/co-head, and one bedroom for every two additional household members, including permanent foster children, regardless of sex, age or relationship until the age of five(5)

- Household members 5 years of age or older of different gender will be entitled to a separate bedroom.

- A live-in aide, as defined by HUD may be entitled to a separate bedroom, pending a review of the needs of the household and the apartment residence.

Exceptions to these standards may be made in accordance with state and federal law to accommodate a legally recognized disability.

AHA may relax its subsidy (Occupancy) standards when there are more families in need of a particular bedroom size and the local market may be limited in the availability of larger or smaller bedroom size units. However, AHA will not allow overcrowding conditions or violate HQS standards.

9.9 Monitoring of Selection

AHA will monitor its selection process, to make certain all applicants certified meet all program eligibility criteria. Additionally, AHA will review and ensure that all applicants on the waiting list have been properly verified for local preference.

Families meeting requirements for local preferences shall be given priority for assistance over those families with no preferences.

9.10 Additional Considerations for Selection

If two or more eligible applicants requiring the same unit size with identical preference and date and time sequence of application submission shall govern selection, with the applicant who filed the earliest being issued a voucher first.

9.11 Changes in Housing Choice Voucher Size

[24 CFR § 982.403 (A) & (B)]

Changes for Applicants

The voucher size is determined prior to briefing by comparing the household composition to AHA subsidy standards. AHA may also use up to 110% of the voucher payment standard without HUD permission to accommodate households that are disabled and have experienced documented barriers in finding adequate housing. If an applicant requires a change in the voucher size, the following guidelines will apply:

Exceptions to Subsidy Standards for Applicants Requiring Reasonable Accommodation

An elderly or disabled household may request a larger sized voucher than indicated by the AHA' subsidy standards. A reasonable accommodation form must be completed and signed by a certified medical professional for a determination to be made.

Changes for Participants

The members of the household residing in the unit must be approved by AHA. The household must obtain approval of any additional member before the person occupies the unit except for additions by birth, adoption, marriage or court awarded custody, in which case the household must inform AHA within 10 days. Requests by the household to add additional household members, other than by birth, adoption, marriage or court awarded custody, will only be approved if it does not create an overcrowded condition. **Each adult added after initial tenancy, other than marriage, must provide a verifiable work history for the last twelve months or other steady income for the last twelve months. Exceptions must be approved by Program Manager.**

If a unit does not meet HQS space standards due to an increase in household size, (unit too small), AHA will issue a new Voucher at annual re-certification.

9.12 Unit Size Selected

The household may select a different size dwelling other than that listed on the Housing Choice Voucher. AHA will use the applicable Payment Standard for the Voucher size or the actual unit size selected by the household whichever is less.

Utility allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the household selects, regardless of the size authorized on the household's housing voucher.
Occupancy Standards: AHA will strictly adhere to its adopted Occupancy Standards in all instances. The following occupancy standards will prevail.

At a minimum, federal occupancy standards allow two persons per living/sleeping room and permit maximum occupancy levels (**assuming a living room is used as a living/sleeping area**) as reflected in the table below.

Section 8 HCV Minimum and Maximum-Number-of-Persons-Per Unit Standard

OCCUPANCY STANDARDS SCHEDULE

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	1
1	1	4
2	2	6
3	3	8
4	4	10
5	5	12
6	6	14

9.13 VASH Vouchers

The following is only applicable to the Veterans Affairs Supportive Housing (VASH) initiative:

1. Waiting lists and preferences do not apply
2. Initial Voucher terms are 120 days
3. Income targeting requirements do not apply (must be very low-income (50%of AMI) or low-income (80% of AMI)
4. Initial lease may be less than 1 (one) year
5. Families may live in units owned by the VA
6. Must be referred by VA Case Manager
7. Must agree to participate in case management
8. Criminal background checks not performed by AHA, they are performed by the VA
9. Must not have any member subject to lifetime sex offender registration

REFER TO THE RENTAL ASSISTANCE PROGRAM ADMINISTRATIVE PLAN FOR ADDITIONAL PROGRAM POLICIES ASSOCIATED WITH THE HOUSING CHOICE VOUCHER, SECTION 8 MODERATE REHABILITATION AND VASH PROGRAMS.

CHAPTER 10 Unit Offers and Assignment Plan (Public Housing Program)

AHA understands and realizes that federal, state and local Fair Housing laws make it illegal to discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, sexual preference or orientation and gender identity. Therefore, AHA shall not deny any household the equal opportunity of applying for admission, nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low- rent public housing development operated by AHA, provided the applicant has met all the eligibility requirements of the program.

In this section, AHA identifies policies and procedures for "Making Unit Offers" to eligible public housing program applicants', i.e., conducting credit history checks, checking rental history, removing applicant names from the public housing Waiting List, good cause for "Applicant Refusal of Unit Offer", Leasing Accessible Units, Administering the Applicant and Transfer Waiting List, and Unit Transfers and Notification of Unit Offer.

10.1 Public Housing Unit Offers

All unit offers to applicants on the waiting list are made on a **FIRST-COME, FIRST-SERVE** basis, based on date and time of application (except for involuntary displaced households). The following identifies the procedures AHA will use when making unit offers to applicant families from the waiting list:

1. AHA will match the unit available to the **highest ranked applicants on the computer generated waiting list database** for a unit of that size, type and special features, taking into account any designated housing (if applicable – i.e. elderly/disabled area). Admissions Policy Preferences will then be used to determine the order of selection from the waiting list.

2. In the selection of a household for a unit with Section 504 Uniform Federal Accessible Standards (UFAS) accessible features, AHA will give preference to families that include a person with disabilities who can benefit from the unit's accessible features. A separate waiting list is maintained for Section 504 UFAS Public Housing Units.

3. Applicants, who live outside the State of New Mexico, may accept a public housing unit offer by telephone call (during AHA business hours) and speaking with the AHA Occupancy Specialist by the required date specified in the notification letter. Applicants must appear in person to execute the apartment lease and take possession of the unit.

4. An applicant may only refuse one (1) unit offer. **After the refusal, the applicant will be placed back on the waiting list based on the date and time of the refusal.**

5. Involuntary displaced households shall first be offered a public housing unit of appropriate size according to the established public housing program occupancy standards. **If public housing units of appropriate size are not available after ten business days, the displaced household shall then be offered a Section 8 Housing Choice Voucher.**

An involuntary displaced household may refuse only one public housing unit offer. The displaced household will relinquish the right to be housed under the involuntary displacement admissions policy preference once the unit offer is refused by the displaced household. The displaced household will then be placed onto the Waiting List based on date and time of application for both the Public Housing and Section 8 Housing Choice Voucher Programs.

Exceptions to the one unit refusal may be considered and approved by the Program Manager for involuntary displaced households. Approval or denial of a request for an exception to the one unit refusal rule shall be at the manager's sole discretion.

SPECIAL CONSIDERATION FOR REINSTATEMENT OF TENANCY

AHA in its sole discretion **may reinstate the tenancy of an elderly or elderly disabled tenant household**, after no more than 90 days after move-out, and only to the extent that a dwelling unit of the appropriate size is available. The elderly/elderly-disabled household must have been in **GOOD** standing during their tenancy with AHA. Good standing means, the tenant has demonstrated prompt rent paying habits; maintained adequate housekeeping standards, did not repeatedly damage their dwelling unit, did not incur a debt to AHA, and the tenant has a good overall record since first occupying a housing unit. The request for reinstatement must be in writing to the Deputy Director.

10.2 Unit Offer Notification

For each public housing unit available, five to ten qualified applicants from the public housing program waiting list will be notified in writing of the availability of available unit/s that is of appropriate size and type as per AHA Occupancy Guidelines. The applicants will be notified by U.S. mail to appear at the offices of AHA on the appointed day and time. The unit(s) will be offered on a

first-come, first-served basis, based on date and time of application. The first qualified applicant able to accept the offer will be housed in the unit.

It is understood that multiple other applicants will also be offered the same available unit/s at the same time. Should one of the other applicants first decide to accept the offer to take the unit, the remaining other applicant(s) who were also offered the same unit will be notified that the unit is no longer available and that they will be placed back on the Waiting list.

NOTE: Applicants who DO NOT respond to unit offer notification letters by the required date stated in the offer letter will have their names removed from the Public Housing Program Waiting List, and will then be required to re-apply for the Public Housing Assistance Program. In cases where the applicant states they did not receive the offer letter, verifiable documentation from the post office must be provided for re-activation consideration.

10.3 Leasing Section 504 UFAS Accessible Units

1. Before offering a vacant Section 504 UFAS accessible unit to a non-disabled applicant, AHA will offer such units:
    a. First, to a current public housing tenant with a disability that requires the special features of the Section 504 UFAS vacant unit.
    b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the Section 504 UFAS vacant unit.

2. When offering a Section 504 UFAS accessible unit to a non-disabled applicant, AHA will require the applicant to agree to move to an available non-accessible unit within 30 days, when a current tenant or an applicant with a disability needs the unit. This requirement shall also be reflected in the Dwelling Lease signed with the applicant at initial placement.

CHAPTER 11 Occupancy Guidelines (Public Housing Program)

Under the public housing program administered by AHA, all dwelling units shall be occupied with families of the appropriate household size. This policy maintains the usefulness of the units while preserving them from excessive wear and tear from over-crowding and from under-utilization. The following "Occupancy Guidelines" shall determine the number of bedrooms required to accommodate each household without overcrowding or over-housing.

11.1 Bedroom Assignment Criteria

The following principles govern the size of unit for which a household will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

1. It will not be necessary for persons of opposite sex over 5 years of age, other than spouses, to occupy the same bedroom.

2. Exceptions to the largest permissible unit size may also be made in case of reasonable accommodations for a person with disabilities.
3. Two children of the opposite sex over 5 years of age will not be required to share a bedroom.
4. An unborn child will be counted as a person in determining unit size.
5. A live-in aide may be assigned a bedroom pending review of the documented needs of the household. Tenants with live-in aide s may be assigned an additional bedroom to accommodate the live-in aide. The number of bedrooms assigned will not be affected if the live-in aide has a child and/or children. A live-in aide is under no circumstances guaranteed an extra bedroom.

11.2 Bedroom Size Standards (Public Housing Program)

The following scenarios shall assist AHA in determining the **appropriate bedroom size unit** to offer qualified applicant households at initial placement and to participants requiring either a mandatory transfer or who may be requesting a voluntary transfer.

Households may be assigned oversized units **WITH THE WRITTEN UNDERSTANDING** that they **MUST** transfer to the correct size dwelling unit when instructed to do so by AHA.

One Bedroom -	1 adult; 1 adult, 1 child 2 adults (husband/spouse, or spousal relationship)
Two Bedroom -	1 adult, one child any age; 2 adults, spousal relationship, one child any age; 1 adult, 2 children same sex; or 2 adults, spousal relationship, 2 children same sex
Three Bedroom -	1 adult, two children, opposite sex; 1 adult, three children, two same sex, one opposite sex; 1 adult, four children, 2 females and 2 males; 2 adults, spousal relationship, two children, opposite sex; 2 adults, spousal relationship, three children, two same sex, one opposite sex; or 2 adults, spousal relationship, four children, 2 females, 2 males
Four Bedrooms -	1 adult, 6 children, same sex 1 adult, 6 children, 4 same sex, 2 opposite sex 2 adults, spousal relationship, 6 children, same sex 2 adults, spousal relationship, 6 children, 4 same sex, 2 opposite sex
Five Bedrooms -	1 adult, 7 children, same sex 1 adult, 8 children, 4 same sex, 4 opposite sex 1 adult, 6 children, 3 same sex, 3 opposite sex 2 adults, spousal relationship, 7 children

2 adults, spousal relationship, 6 children, 3 same sex, 3 opposite sex
2 adults, spousal relationship, 8 children, 4 same sex, 4 opposite sex

CHAPTER 12 Orientation Sessions and Leasing Policies (Public Housing Program)

AHA has adopted the following policies associated with the Orientation of Families and the initial Leasing of Low- Rent Public Housing Dwelling Units.

12.1 Application Orientation Sessions

Prior to the offer being made, AHA Intake Specialist will schedule an appointment with the applicant for qualification for Public Housing. The purpose is to qualify and prepare applications to ensure that they receive the appropriate information about the program, including tenant occupancy obligations and responsibilities and other lease requirements with which the household must comply while a tenant of public housing.

At a minimum, the following information and documents shall be provided and reviewed with each applicant prior to unit placement:

AT QUALIFICATION APPOINTMENT:

1. Fair Housing and Equal Opportunity literature;
2. Information on the Privacy Act;
3. Authorization of Release of Information, Certification/Privacy Act Statement Form HUD-9886 and Authorization of Release of Attendance Reports (Albuquerque Public Schools, student attendance records).
4. Verification of Income Information, utility responsibility information, Lead-Based Paint Information and Things You Should Know pamphlets;
5. Amendment Form HUD-50058;
6. Dwelling Rent and Damage Deposit charges

AT MOVE-IN APPOINTMENT:

7. Explanation and copy of executed Dwelling Lease Agreement including Program rules and regulations directly related to "Household Obligations" under the program, i.e., reporting any household changes in income or household composition, etc.;
8. Rules governing AHA Pet Policy;
9. Copy of Tenant Grievance procedures; and

12.2 Orientation/Briefing Attendance Mandatory

It is mandatory that all applicant households (e.g., head of household, spouse and co-head of household, if applicable) attend the move-in appointment. No household can be placed (housed) if they have not attended a briefing. **THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT!**

Failure to attend a scheduled qualification appointment, without notice in advance to AHA of the household not being able to attend, will result in the household's application being withdrawn and, the household will be required to re-apply for public housing assistance. Applicants who provide prior notice of their inability to attend a briefing will be allowed one re- scheduled briefing for a later date.

12.3 Review of Units Prior to Leasing

When offering units, AHA will provide the applicant with a map to help orient the applicant to the neighborhood and location of the property.

12.4 Compliance and Housekeeping Seminar

It is mandatory that all NEWLY PLACED public housing tenants including unit transfers attend the Compliance and Housekeeping Seminar presented by AHA. Failure to attend the training seminar will be considered a violation of this policy and the tenant will be subject to termination of the Dwelling Lease Agreement.

The only exception to this seminar attendance requirement is for the frail elderly who are current AHA PH tenants who have requested to transfer to a different dwelling unit, and who have physical limitations that would make it very difficult for them to attend. Requests for exception from seminar attendance requirement by transferring tenants shall be considered and approved on a case-by-case basis, by the Housing Program Manager. Approval shall be at the Supervisor's sole discretion.

12.5 General Leasing Policies

1. All units must be occupied pursuant to a Dwelling Lease Agreement that fully complies with HUD regulations and state and local laws.
2. The dwelling lease agreement shall be signed by ALL household members 18 years of age or older and by a representative of AHA Public Housing Program (i.e., Housing Specialist) prior to occupancy.
3. If tenant transfers from one unit to another, a new lease agreement will be executed for the new dwelling unit the household moves to and a new re-certification anniversary date will take effect.
4. If at any time during the life of the lease agreement, a change in the tenant's status results in the need for changing or amending any provisions of the lease, either:
    a. A new lease agreement will be executed, or
    b. A Notice of Rent Adjustment will be executed, or
    c. An appropriate lease addendum will be prepared, approved by AHA, and made a part of the existing lease.
5. Tenants must advise AHA if they will be absent from the unit for more than seven (7) days. Tenants shall notify their respective public Housing Specialist, secure the unit and provide a means for AHA to contact the tenant in an emergency. Failure to advise AHA of an extended absence is grounds for termination of the lease agreement.

12.6 Addition of Household Members to Lease

Only those persons listed on the Dwelling Lease as AHA authorized tenants of the unit shall be permitted to reside in a public housing unit.

Tenants who fail to notify AHA of additions to the household or who permit persons to join the household without AHA Approval are in violation of the lease. A person added to the household without AHA approval will be considered an unauthorized occupant, which is a serious violation of the lease agreement, and the entire household will be subject to eviction.

Requests by the household to add additional household members, (other than by birth, adoption, marriage or court awarded custody), **will only be approved if they do not require an increase in dwelling unit size** and adult additions must be screened and provide a verifiable work history for the last 12 months or other steady income for the last 12 months. Exceptions may be considered and/or approved by the Public Housing Program Manager.

Furthermore:

1. Any new additions to the household **MUST** be approved to AHA within ten (10) days of the occurrence.
2. Any tenant wishing to add a minor to the household (other than by birth) must provide written, notarized consent from the minor's legal guardian. The custody MUST be for more than one year duration in order to increase unit size.
3. AHA will conduct pre-admission criminal, credit check, and rental screening of any proposed new adult household member to determine whether AHA will grant such approval.
4. Must provide all documents required to qualify as a new household member, i.e., birth certificate, immigration status and social security cards, etc. *For new household members joining the assisted household, AHA must verify status at the time of add-on. If an individual qualifies for a time extension for the submission of required documents, AHA will grant such an extension for no more than 30 days [24 CFR §5.508(h)]. Each household member is required to submit evidence of eligible status only one time during continuous occupancy.*
5. Tenants **WILL NOT** be given permission to allow a former tenant of AHA who has been evicted to occupy the unit for up to ten years from date of eviction. Violation of this requirement is grounds for termination of the lease.
6. Household members who move from the dwelling unit to establish new households shall be removed from the lease.
    - The tenant shall report the move-out within ten (10) calendar days of its occurrence.
7. Adult household members, who are removed from the lease, **WILL NOT BE PERMITTED** to be placed back on to the lease more than once within a twelve month period.
8. Households admitted to a federally assisted housing program (such as the Public Housing program) under the Domestic Violence/Dating Violence/Stalking Victim preference **WILL NOT** be permitted to add the accused perpetrator of the domestic/dating/stalking violence. An exception can be considered for those who can demonstrate complete rehabilitation and **MUST** provide independently verifiable written documentation which supports the rehabilitation claim and additionally, the added member must meet the AHA qualifying standards, including but not limited to, a criminal, credit and rental check. This additional member cannot be added to the lease within the first year.

12.7 Live-In Aides

A household may include or add a "Live-In Aide" to the lease provided that:

1. The Live-In Aide(s) has been determined by AHA to be essential to the care and well being of the elderly, handicapped or disabled household member based on an independently verifiable written statement from a qualified attending physician; and,
2. The Live-In Aide is not obligated for the support of the elderly, handicapped, or near elderly (50 to 61 years of age), or disabled member; and
3. The Live-In Aide would not otherwise be living in the unit except to provide care of the elderly, handicapped or disabled household member; and whose income will not be counted for purposes of determining eligibility or rent; and who may not be considered the remaining member of the tenant household.
4. The Live-In Aide was NOT a member of the household for a least one year prior to being admitted as a Live-In Aide. AHA reserves the right to reject a former household member.
5. Qualifies for occupancy only as long the individual needing supportive services requires the aide's services and remains a tenant.

Relatives are not automatically excluded from qualifying as live-in aides, except for a spouse, co-head of household, former spouse or co-head, but must meet the definition described above. The Housing Program Manager and Deputy Director shall have the discretion to over-ride this policy in **special circumstances** where the policy will adversely impact a household member's need for a live-in aide.

Live-In Aides (whether related or not) **cannot be classified as the remaining member** of the tenant household for purposes of continuous assistance when the sole eligible person they are attending dies or leaves the program. The live-in aide must sign a document denying occupancy to the unit after a tenant, for whatever reason, is no longer living in the unit. The lease addendum will also give AHA the right to evict a live-in aide who violates any of the house rules.

To determine whether a Live-In Aide is "essential" to the care and well being of the elderly, handicapped or disabled person, AHA will provide the tenant with a "Reasonable Accommodation Request" form to be completed by **health care professional familiar with the applicant's/tenant's medical condition and health care needs.**

Live-In Aides will be required to sign a written statement stating that the aide will be living in the unit for the sole purpose of providing care for the elderly, handicapped or disabled household member. The Live-In Aide must also provide a copy of their Social Security card, birth certificate and Declaration 214.

At its discretion, AHA has the right to **disapprove a request for a Live-In Aide** based on the "Other Criteria for Eligibility" described in this Policy. In accordance with federal guidelines, the **income of the Live-In aide** is exempt from the household's total income. AHA reserves the right to verify the income to confirm that the live-in attendant is in compliance with the policies in this ACOP. Criminal, credit background checks shall be performed for all Live-In Aides as prescribed in this ACOP.

12.8 Removal of Household Members from the Lease

Households are required to notify AHA if any household member leaves the assisted household (within ten days). In addition, the head of household **MUST** complete a Continued Occupancy form and certify by their signature, that the household member has left the assisted dwelling unit. A forwarding address must be provided to AHA.

If a minor child has moved from the unit, a letter from the current guardian of the child should be in the file.

Temporarily/Permanently Absent

AHA must compute all applicable income of every household member who is on the lease, including those who are temporarily absent. In addition, AHA must count the income of the spouse or the head of the household if that person is temporarily absent. If the spouse is temporarily absent and in the military, all military pay and allowance (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define from time-to-time) is counted as income.

Income of persons permanently absent will not be counted. AHA will evaluate absences from the unit using this policy.

Absence of Entire Household

These policy guidelines address situations when the household is absent from the unit, but has not moved out of the unit or in cases where the household has moved out of the unit.

Families are required to notify AHA before they move out of a unit. If it is determined that the entire household is absent from the assisted unit for more than 7 consecutive days, the unit will be considered abandoned and housing assistance will be terminated. Abandonment of a unit is defined by New Mexico State Law.

If the absence that resulted in termination of assistance was due to a tenants disability, and the tenant (or relative, case worker, other interested professional) can verify that the tenant was unable to notify AHA, in accordance with the tenants responsibilities, AHA may reinstate the household as part of reasonable accommodation requirements if requested by the tenant and if funding is available at the time.

Absence of Any Member

Any member of the household will be considered permanently absent if it can be confirmed he/she is away from the unit for 90 days in a 12-month period except as otherwise provided in this Part.

Absence Due To Medical Reasons

If any member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, AHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the household member will be permanently

confined to a nursing home, the household member will be considered permanently absent. If the verification indicates that the household member will return in less than 90 consecutive days, the household member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with AHA' "Absence of Entire Household" policy.

Note: Exemptions shall be considered for a head of household whose absence from the unit will exceed no more than six months due to medical reasons. The Housing Manager shall consider approval for exemptions only upon receiving verifiable documentation as to the medical emergency.

Absence Due to Incarceration

If any member is incarcerated for more than 30 consecutive days (furloughs included), he/she will be considered permanently absent.

Foster Care and Absences of Children

AHA must be notified if the household includes a child or children temporarily absent from the home due to placement in foster care, AHA will determine from the appropriate agency when the child/children will be returned to the home.
If the time period is to be greater than two months (60 days) from the date of removal of the child/children, the child/children will be removed from the household composition. If a social services agency transitional plan is in place the unit size will not be reduced.

If AHA is not notified of child or children temporarily absent from the home due to placement in foster care, the two month (60 day) clock must start when the child or children were removed from the household. In the event of no notification of removal from the household, the lease will be terminated for cause.

Absence of Adult(s) members or Head of Household

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, AHA will treat that adult as a visitor for the first 30 days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Public Housing will be transferred to the caretaker **provided all eligibility requirements are met**. If the court has not awarded custody or legal guardianship, but the action is in process, AHA will secure verification from the social services agency or the attorney as to the status. The caretaker will be allowed to remain in the unit, until a determination of custody is made.

When AHA approves a person to reside in the unit as caretaker for the child/children, the income should be counted. AHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases. If a member of the household is subject to a court order that restricts him/her from the home for more than 3 months, the person will be considered permanently absent.

If a household member, other than head, co-head or spouse goes into the military, they will be considered permanently absent from the household.

Students Attending School Outside AHA Jurisdiction

A student (other than head of household or spouse) who attends school outside AHA's jurisdiction, but lives with the household during school recesses may, at the household's choice, **be considered permanently absent** or a member of the household.

If the household decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease.

CHAPTER 13 Rent Determination and Payment Policies (Public Housing Program)

13.1 Rent Determination

[24 CFR § 960.253]

The rent for all public housing tenants is based on a "Fixed Rent System" at admission or annual re-certification and will remain in effect for the period between regular rent determinations.

NOTE: The tenant agrees to report, in writing, and provide verifiable documentation following any change in household income or household composition within ten (10) calendar days of the occurrence. A tenant's failure to do so can be cause for AHA to terminate housing assistance and the Dwelling Lease Agreement and/or a back charge in additional rent charges.

13.2 Annual Income and Allowances

Annual income means all amounts, monetary or otherwise, that go to or are on behalf of the household head of household or spouse (even if temporarily absent) or, to any other household member or, all amounts anticipated to be received from a source outside the household during the 12-month period following admission or annual reexamination effective date. Annual income also means all amounts that are not specifically excluded by regulation and are counted and used for purposes of calculating the Total Tenant Payment (TTP).

Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable Income Limits. Adjusted Income is defined as the annual income minus any HUD regulatory allowable deductions or allowances.

HUD has the following six (6) allowable allowances and deduction expenses from Annual Income:

- Dependent allowance = $480 for each household member who is under 18 years of age (a head of household, spouse, foster child, or live-in aide may never be counted as a dependent); or, a household member with disabilities; or, a full-time student.
- Elderly Allowance = $400 for families whose head or spouse is 62 years of age or older, or disabled at any age **(only (1) $400 allowance per household**).
- Allowable medical expenses for all elderly and/or disabled household members.
- Childcare expenses for children 12 years of age and under may be deducted when childcare is necessary to allow an adult member to work or attend school. Child care expenses cannot exceed the amount of hours needed to work or attend school.
- Expenses associated with attendant care or auxiliary apparatus for persons with disabilities, if needed to enable the individual or an adult household member to work.
- Disallowance of Earned Income (24 CFR § 960.255): The rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date which the employment begins.

13.3 Rent Policy

a. Participating tenant families will be required to pay the greater of:
b. 30% of the household's monthly adjusted income; or
c. 10% of household's gross monthly income; or
d. $50.00 minimum rent amount; or
e. Flat Rent

13.4 Flat Rent Schedule

Flat rent charge cannot be less than 80% of the HUD Fair Market Rent (FMR). They vary by unit size and type and also by development location. Once a year, at the annual recertification, all tenants are offered the choice of paying an income-based rent or the Flat rent. AHA will take the following information into account in developing its Flat Rent Schedule that shall be incorporated into this document by their reference herein.

1. Rents of non-assisted rental units in the immediate neighborhood;
2. Size of AHA units compared to non-assisted rental units from the neighborhood;
3. Age, type of unit and condition of AHA units compared to non-assisted rental units from the neighborhood;
4. Land use in the surrounding neighborhood;
5. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at AHA properties, if provided, or in the surrounding neighborhood;
6. Availability of public transportation at each AHA development; and Availability of accessible units for persons with mobility impairments.
7. Flat rents cannot be less than 80% of the HUD FMR.

AHA shall review the Flat Rent structure at least every two years and adjust the rents as needed. When a tenant chooses Flat rent, his/her rent shall be adjusted only at the next regular re-certification rather than at the point the Flat rent may change.

13.5 Proration of Assistance for "Mixed" Families

Applicability

"Mixed" families that are participants and that do not qualify for continued assistance must be offered prorated assistance (See Annual Re-certifications). Participating "mixed" families shall be entitled to prorated assistance. Households that become mixed by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Proration of assistance must be offered to any "mixed" applicant or participant household. A "mixed" household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated assistance is calculated by determining the amount of assistance payable if all household members were eligible and multiplying by the percent of the household members who actually are eligible. Total Tenant Payment (TTP) is the gross rent minus the prorated assistance. Prorated rent will be comprised of all dates.

13.6 Exemptions to Minimum Rent Requirement

AHA may immediately grant an **exemption from application of the minimum rent** to any household, making a proper request in writing who's unable to pay because of financial hardship, which shall include:

1. The household has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a household that includes a member who is an immigrant alien lawfully admitted for permanent status under the Immigration and Nationalization Act (INA) who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
2. The household would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
3. The income of the household has decreased because of changed circumstance, including loss of employment; or
4. A death in the household has occurred which affects the household circumstances; and
5. Other circumstances that might be decided by AHA on a case-by-case basis.

All of the above must be proven by the tenant providing independently verifiable information in writing to AHA prior to the rent becoming delinquent and before the lease is terminated by AHA.

If a tenant requests a hardship exemption (**prior to the rent being delinquent**) under this Section, and AHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety (90) day period beginning upon the making of the request for the exemption. A tenant may not be evicted during the 90 days period for non-payment of rent. In such a case, if the tenant thereafter demonstrates that the financial hardship is of a long term (rather than a temporary) basis, AHA shall retroactively exempt the tenant from the applicability of the minimum rent requirement for such ninety (90) day period. This paragraph does not prohibit AHA from taking eviction action for other violations of the lease.

13.7 Annual Re-Examination Rent Adjustments

An annual re-examination of each tenant household will be performed at least annually or every twelve (12) months to determine the household's continued eligibility to occupy a public housing dwelling unit for a subsequent lease term. Each tenant household will be notified by mail of their re-examination appointment date at least two weeks prior. Records shall be maintained to insure every tenant is re-examined at least annually or within a 12 month period.

Upon completion of re-examination, tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (a copy of notification shall be retained in the tenant's file.)

1. Any change in rent and the date on which it becomes effective.
2. Any change required in the size of dwelling unit occupied.
3. Any misrepresentation of information used to determine continue eligibility or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
4. Upon determination of continued eligibility, the household will be notified of the Fixed Rent amount and the amount of the available Flat Rent. **The household shall elect, in writing, which option they choose.**

13.8 Interim Rent Adjustments

Tenants are required to report in writing any changes in household income or composition to AHA within 10 calendar days of the occurrence. Failure to report changes will result in a retroactive rent increase, **but not a retroactive credit or rent reduction**. When an interim re-examination (i.e., interim rent change) is performed, AHA will verify and update only the change(s) being reported. In order to qualify for a dwelling rent reduction that will take effect on the first of the following month, AHA **MUST** receive all required 3rd party verification documents before the 25th day of the month prior to effective date of reduction.

Effective Date of Adjustment

Tenants will be notified in writing of any rent adjustments including the effective date of the adjustment.

1. Rent decreases will go into effect the first day of the month following the reported change. Income decreases reported or verified after the 25th day of the month, will be effective the first day of the second month.

2. Rent increases require a minimum thirty (30) calendar days advance notice and become effective the first day of the second month.
3. Should a household fail to notify AHA of an income adjustment, AHA must back charge the household for rent owed due to the increase.
4. Should a household fail to make scheduled certification appointments, prior to expiration of the lease, the household will be given a thirty day notice to terminate subsidy and at the expiration of their lease, they will be charged the mark rent for that unit.

AHA will process interim changes in rent in accordance with the following chart.

INCOME CHANGE	AHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days.	* AHA will process an interim reduction in rent if the income decrease will last more than 30-days, and ONLY if AHA receives ALL required supporting verification documents no later than the 25th of the month, prior to rent reduction.
(b) Increase in unearned income (e.g., COLA – cost of living adjustment for Social Security benefits).	* AHA will defer the SSA COLA increase to the next regular recertification.
(c) Increase in income because a person with income (from any source) joins the household.	* AHA will process the increase in household income for purposes of rent adjustment, and rent change including any new addition(s) will take affect the first day of the month preceding the minimum 30-day notice of rent increase requirement.
(d) Increase in income, any source	AHA will process rent increases for any increase per household that totals more than $200 monthly, providing the minimum 30- day notice of rent increase requirement.
(e) Zero Income Families	Families reporting zero income (other than grants/loans) will have their financial circumstances re-examined every 90 days until they have stable income. Households with zero income will be required to complete and submit an Income Questionnaire every 90 days.
(f) Reduction in Welfare Benefits	AHA will not decrease rent for the following reasons: 1. Non-compliance with economic self-sufficiency program requirements; or 2. Non-compliance with work activities requirements; or 3. Due to fraud. All other reductions in TANF will result in an interim rent adjustment.

Enterprise Income Verification (EIV) – AHA will review EIV reports within 90 days of the move-in and at rent adjustments (interim and re-cert). All household members 18 and over will be required to sign the "EIV Certification" at each annual re-certification.

NOTE: AHA will process an interim increase in rent if the tenant has misrepresented or failed to report facts upon which rent is based, so the rent the tenant is paying is less than it should have been. AHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

13.9 Sporadic/Seasonal Income

When income is sporadic, AHA will require the following.

- Income tax forms from two prior years to determine the amount of earned income to anticipate for the next twelve months, or
- If by averaging prior income adjustments, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

13.10 Lump – Sum Receipts

Lump-sum amounts received by a household, such as Social Security, inheritances, insurance settlements, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but are considered assets.

13.11 Regular Contributions and Gifts

AHA will count as income any regular contributions and gifts (monetary or not) from persons outside the household and use it to calculate Total Tenant Payment. This includes rent and utility payments made on a regular basis on behalf of the household and any other cash or non-cash contributions. Any contribution or gift received every three (3) months or **more frequently** will be considered a "regular" contribution or gift.

Loans from private parties are considered income if there is no written, well defined notarized repayment agreement executed between the parties at the time the loan began.

13.12 Alimony and Child Support

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, AHA must use the amount awarded by the court unless the household can verify that they are not receiving the full amount.

AHA will accept as verification that the household is receiving an amount less than the award if:

1. AHA receives verification from the agency responsible for enforcement or collection.
2. The household furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

NOTE: It is the household's responsibility to supply a certified copy of the Divorce decree with Child Support Worksheet.

If a household member receives support payments directly from the non-custodial parent, a notarized letter with the amount per month/week must be provided.

13.13 Assets Disposed of for Less Than Fair Market Value

At initial certification or re-certification, AHA staff must ask whether a participating household has disposed of an asset for less than its fair market value within the past two (2) years. If the household has, AHA staff must determine the difference between the cash value of the asset at time of sale or other disposal and the actual payment received for the asset. AHA will count the difference between the fair market value and the actual payment received in calculating total assets.

Assets disposed of as a result of a divorce, separation, foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets that must be considered include cash, real property, stocks, bonds, and certificates of deposit if the household gave them away or sold them for less than market value.

AHA' threshold for counting assets disposed of for less than fair market value is $1,000. If the total value of assets disposed of within one-year period is less than $1,000 they will not be considered an asset.

13.14 Childcare Expenses

Childcare expenses for children 12 years of age and under may be deducted from annual income if they enable an adult to work, look for work or attend school. The deduction for childcare expenses is based on the following guidelines:

1. Childcare that enables an adult to work. The maximum childcare deduction must be "reasonable". The number of hours claimed for childcare may not exceed the number of hours the household member is working (allowing one hour travel time to and from work).
2. Childcare that enables adult to attend school, **childcare expenses will not be allowed if a household member provides the childcare**. The number of hours claimed for childcare may not exceed the number of hours the household member is attending school (allowing one hour travel time to and from school).

13.15 Medical Expenses

Medical expense deduction is permitted only for households in which the head or spouse is at least 62 or disabled (Elderly or Disabled households).

If the household is eligible for a medical expense deduction, the medical expenses of all household members may be counted.

Medical expenses are those expenses expected to be incurred during the 12 months following certification or re- certification that are not covered by an outside source such as insurance.

Any out of pocket expenses for the previous 12 months can be used if they are verified (receipts) and were paid for in that period. Only medical expenses that are incurred due to doctor prescription will be accepted. The only exception to this is at move in certification.

Verifiable physician statements and/or printouts or invoices for medical related expenses must be provided by the household prior to calculation of any medical expense deduction for purposes of determining Total Tenant Payment.

NOTE: All medical expenses MUST meet the requirement as specified under IRS Publication 502.

13.16 Numerical Rounding Requirements

It will be the policy of AHA to round to the nearest whole number for purposes of averaging hours **WORKED** for determining **EARNED INCOME.**

[Example: AHA verifies that an applicant or participating tenant works 30 to 35 hours per week, the average hours worked is 32.5. AHA will round this figure from 32.5 to 33 hours.]

13.17 Payment Policies

Rent Payments and Other Charges

Dwelling Rent and other charges are due and payable in full on the first (1st) day of each calendar month. If rent is not paid by the sixth of the month, AHA will issue a 14-Day Notice of Non-Payment of Rent as required under 24 CFR Part 960. If the sixth day falls on a weekend or city government holiday, payments are then due the very next business day. The period from the first to the sixth day of the month is **NOT** a grace period. It should be noted that payments will first be applied to pay off outstanding Security Deposits, Pet Deposits, Work Order Charges or other charges prior to crediting payments to the rent account.

Payments will be accepted daily **Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. local time**, except on Albuquerque Housing Authority designated holidays. (As a courtesy, signs will usually be posted).

Payments can be made at the administrative offices of AHA or mailed to:

Albuquerque Housing Authority
1840 University Blvd. S.E.
Albuquerque, New Mexico 87106
ATTN: Fiscal

Payments may be made in person, by mail, or through electronic fund transfer between financial institutions. Rent and other payments will also be accepted by money order, cashiers check as well as personal checks. Personal checks and fund transfers will be accepted until more than one (1) Non-Sufficient Funds (NSF) check or draft is presented. An **NSF fee of $25.00 will be assessed**

against the tenant's account. The tenant will then be required to make future payments using money orders or a cashier's check.

Payments are received anytime day or night 7 days a week through AHA payment "Drop Box" which is located at the entrance of the AHA administrative offices

FSS participants who do not pay their rent by the 6thth of the month will subsequently not have an escrow deposit made for the corresponding month.

13.18 Security and Pet Deposits

New public housing tenants are required to pay a Security (e.g., damage) Deposit, as provided for under the New Mexico Uniform Owner-Resident Relations Act, (specifically, § 47-8-18 NMSA 1978), and, if applicable, an additional amount for a Pet Deposit, if a tenant intends to keep a pet(s) in the dwelling unit.

Security Deposit Payments

AHA understands that public housing tenants are very low income families who do not have the resources available to pay the required deposits up front, therefore, will allow new tenants to "split" the Security Damage Deposit into two (2) equal monthly payments. The initial deposit payment **MUST** be paid at move-in and the second payment on the first day of the month immediately following the "move-in" month. If the tenant fails to pay the Security Deposit, in full, as required, AHA will first apply the tenant's monthly "rent payment" to the tenant's Security Deposit account balance owed until the full amount of the Security Deposit is paid-in-full.

Pet Deposit Payment

The Pet deposit of $100.00 MUST be paid with the new tenant's second month's rent. If the tenant fails to pay the Pet Deposit in full, AHA will apply the tenant's monthly "rent payment" to the tenant's Pet Deposit account balance owed until the full amount of the Pet Deposit is paid-in-full.

Pet Deposits must be paid prior to a tenant getting a pet. If AHA discovers that a tenant has gotten a pet and has not paid the Pet Deposit, the Pet Deposit will be due and payable immediately. AHA reserves the right not to accept the pet that is being kept without permission.

CHAPTER 14 Transfer Policies

Transfers will be made without regard to race, color, national origin, sex, religion, sexual orientation, gender identity or familial status. Tenants can be transferred to accommodate a disability or because they are elderly, life threatening or health and safety circumstances, or to correct occupancy standards. A tenant will not be transferred to a dwelling unit of equal size except to alleviate hardship of the tenant or other undesirable conditions as determined by the Public Housing Program Manager or his/her designee.

14.1 Transfers

Requests for transfers made by a tenant **MUST** be made directly to the Housing Specialist assigned to that particular development site. The Housing Specialist will forward the request form to the Public Housing Program Manager. The manager will then review the request and the reason(s) for the transfer and will either approve or deny the tenant's request. Below is a list of transfer types:

EMERGENCIES/PERSONAL SAFETY are when a tenant or AHA has determined that conditions pose an immediate threat to tenant's life, health and/or safety. Emergency transfers may be made to:

1. Permit repair of unit defects hazardous to life, health and/or safety, or
2. Permit for unit modernization, lead-based paint removal or demolition of a unit; or
3. When a unit is declared to be in a substandard condition (in violation of the Uniform Residential Code).

NOTE: Under this category, AHA will reassign assisted households to a different dwelling unit and the household will be required to relocate immediately.

SECTION 504 ACCESSIBLE UNIT

Household demonstrates the need for the features found in a Section 504 UFAS handicapped accessible unit.
AHA maintains a transfer list of tenants who need a Section 504 Accessible Unit.

REASONABLE ACCOMODATION

1. Alleviate or accommodate **medically verified** disability/medical problems of a serious nature (i.e., medical equipment, need for ground level access and caregiver/wheel chair accessibility); or
2. Protect members from attack by a criminal act, such as a domestic violence situation in a particular property/neighborhood and who provide referrals or verification from law enforcement agencies; or
3. Remove and protect tenants who are witnesses to crimes who may face reprisals; or provide housing options to tenants who may fall victim to a hate crime and who are referred by law enforcement agencies.

UNDER-HOUSED transfers are mandatory when AHA has determined that the household needs a larger unit based on household composition. (i.e. such as the birth or adoption of a child)

OVER-HOUSED transfers are mandatory when AHA has determined that the household needs a smaller unit based on household composition (e.g., when a household decreases in size because a household member has moved out).

DECONCENTRATION transfers are mandatory only when AHA determines that a need exists to diversify certain housing development sites in order to meet de-concentration goals.

14.2 Tenants Refusal to Transfer

Tenants who are required to transfer will receive one unit offer to transfer to a unit of appropriate size. Refusal by the tenant to accept a unit transfer **will** result in lease termination and the termination of housing assistance. If the transfer is due to medical or personal safety, the transfer request will then be placed on "voluntary" transfer status. A written request for re-activation, based on a NEW request date, must be submitted for approval and placement on the appropriate transfer list. **The Public Housing Program Manager may consider and approve exceptions to this requirement for households requesting "reasonable accommodation".**

Tenants who request to transfer will receive **one** unit offer to transfer to a unit of appropriate size. Refusal by the tenant to accept a unit transfer **will** result in the tenant being taken off the transfer list and they cannot be reinstated to the transfer list for a minimum of one year from the date of the second refusal.

14.3 Processing Transfers

A centralized transfer waiting list will be administered and maintained by the Intake Specialist. AHA public housing program staff will submit requests for transfer, including necessary documentation to the Intake Specialist then the Intake Specialist will forward such requests to the Public Housing Program Manager who will sort transfers into their appropriate categories.

Transfers will be made in the following priority order:

1. Emergency (health and/or safety)
2. Medical/Personal Safety/Section 504
3. Under-housed
4. Over-housed
5. De-concentration
6. Voluntary

Within each category, transfer request forms will be sorted by the date the completed file (including any verification needed) is received by the tenant.

Transfers will be processed along with new admissions. **Transfers will be subject to inspection of their current unit before a release to a new unit is granted.**

NOTE: All reasonable accommodation (Including Section 504 UFAS) transfers have priority over all other transfers, except natural disaster transfers, emergency transfers and relocations.

14.4 Good Record Requirements for Transfers

Tenants will be considered for voluntary or de-concentration transfers, ONLY if the household members for the past two years:

1. Have not engaged in any criminal activity that threatened the health and safety of tenants and/or AHA staff;
2. Do not owe back rent, security deposit, pet deposit, building maintenance or other tenant charges;

3. Meet reasonable housekeeping standards and have no housekeeping related lease violations; and
4. Can get utilities turned-on (activated) in the name of the head of household at move-in (only applicable to properties with tenant-paid utilities).

Exceptions to the good record requirements may be made when it is to AHA' advantage to make the transfer. The exception to the good record requirement will be made by the Public Housing Program Manager, taking into account the recommendations of the Housing Specialist assigned to that particular household.

The transferring household must come up with a new Security Deposit unless the household is a disabled household and requires the transfer to another unit as a reasonable accommodation.

Absent a determination of exception, the following policy applies to voluntary or de-concentration transfers:

1. If back rent is owed or other related charges (i.e., security/pet deposits, or other tenant caused charges, etc.) the tenant will not be transferred until all amounts owed are paid or a payment plan is established (payment plan **MUST** be approved by the Public Housing Program Manager). If prior payment plans have failed; then back rent and/or other tenant charges **MUST** be paid in full first, before the transfer can be approved. No transfer will be granted unless all debt is satisfied.
2. A tenant with housekeeping standards violations **WILL NOT** be transferred until he/she passes a follow- up housekeeping inspection of their current dwelling unit; and, only after the head of household attends the AHA Housekeeping and Minor Maintenance Repair Seminar (except for mandatory transfers).

14.5 Paying for Moving Expenses Due to Unit Transfers

Tenants shall bear the cost of transfers to correct occupancy standards (except for demolition, lead-based paint removal, condemnation, modernization of the unit, or for reasonable accommodation purposes). When AHA initiates a transfer due to demolition, lead-based paint removal, condemnation, or modernization, the Public Housing Program Manager may recommend that the household be reimbursed their out-of-pocket expenses, not to exceed a reasonable moving allowance determined by AHA. Costs associated with transfers requested under reasonable accommodation purposes or required by AHA for temporary relocation during an emergency situation, except for an emergency situation caused by the tenant (such as tenant caused damages), shall be paid by AHA.

Households who are offered a unit designated as a "handicap unit" may accept the unit with the following condition, if the handicap unit is needed for another eligible disabled household, the current tenant shall be required to transfer to another unit, of like size, at their own moving expense.

Tenants who transfer will be responsible for costs associated with cleaning or repairing any dwelling damages beyond normal wear and tear at their prior unit. Charges assessed will be in accordance with the terms of the Lease Agreement and the Schedule of Maintenance Charges. This includes charges for materials, labor or contract costs, if contractor is used to clean or to make repairs.

Failure by a transferring tenant to "pay" for these charges may be cause to terminate the Lease Agreement for Non-Compliance.

NOTE: All transfers must be completed within 72 hours from the time the PH tenant has been notified and presented with keys to the transfer unit. Pro-rata rent per day will be assessed for each unit for any additional time taken beyond the initial 72 hours. In addition, households transferring to other units, regardless of transfer type, will be required to attend the AHA Housekeeping and Minor Maintenance Repair Seminar.

CHAPTER 15 Continued Occupancy Policies

This PART identifies the policies associated with a tenant's eligibility for continued occupancy, annual reexaminations of current participating tenants, community services requirements, special consideration for continued occupancy for military personnel and remaining household members when head of household leaves the unit.

15.1 Eligibility for Continued Occupancy

Tenants who meet the following criteria will be eligible for continued occupancy in public housing if they:

1. **or, other authorized household members have not been arrested, formally charged and/or convicted at any time during the last lease period for illegal use and/or distribution of drugs, or for any violent criminal activity, or alcohol abuse resulting in criminal activity; and**
2. qualify as a household as defined herein; and
3. are in compliance with the tenant obligations and responsibilities as described in the Dwelling Lease; and
4. who also meet HUD standards of having U.S. citizenship or eligible immigration status.

15.2 Re-Certifications

[24 CFR § 960.257 & 259]

Annual Re-Certifications **of Household Income and Household Composition** – AHA is required to re-certify the household composition and incomes of all authorized household members annually. AHA will provide tenants with two weeks' notice of an in-office scheduled appointment.

1. At the time of annual re-certification, all household members 18 years of age and over will be required to sign required all documents for continued occupancy and other forms required by HUD and AHA.
2. Income, allowances, expenses and other information as deemed necessary will be verified, and all verified findings will be filed in the tenant's folder.
3. Verified information will be analyzed and a determination made with respect to:
    a. Eligibility of the tenant as a household or as the remaining member of a household;
    b. Unit size required for the household (using the Occupancy Guidelines); and

c. Rent the household should pay.

4. Tenants with a history of employment whose re-certification occurs when they are not employed will have income projected based on past and anticipated employment history. Tenants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
5. Income shall be computed in accordance with the definitions and procedures set forth in federal regulations.

Action Following Re-certification – A new lease or lease addendum will be executed for all changes following re-certifications. If any change in the unit size is required (i.e. over housed or under housed), the tenant will be placed on a transfer list in accordance with the transfer criteria described in this policy.

Annual Inspection – AHA will provide tenants with 10 days' notice of the annual unit inspection. If no one is home, the Inspector will enter the unit to conduct the Annual Inspection. Required information will be obtained at this time (i.e. necessary repairs, vehicles, pets, etc.).

NOTE: After AHA issues TWO notices of scheduled re-certification appointments and the tenant does not comply (by having all household members attend the re-certification appointment, producing all requested documents, signing all required documents), AHA will issue a 30-Day Notice of Lease Termination for Non-Compliance. Such termination notice will be mailed certified first class mail return receipt and posted on the door of the household and AHA will proceed with eviction proceedings and the rent will revert to fair market rent.

15.3 Community Services and Economic Self Sufficiency

The Community Services and Economic Self-Sufficiency Policies are **incorporated in this document as Appendix IV** and contain the guidelines for tenant compliance with the policy.

15.4 Special Consideration for Continued Assistance for "Military Personnel"

In the event U.S. military personnel participating in the Public Housing Program are deployed to active military duty and who will not occupy the public housing dwelling unit during their deployment, AHA will terminate the lease in accordance to the terms and conditions of the "Dwelling Lease".

In addition, AHA shall give **special consideration** to military personnel who have been deployed to active duty in the armed forces because of a declared military conflict. This includes military personnel in the regular Armed Forces and National Guard. The **special considerations** include the following:

1. AHA shall allow a guardian to move into the public housing unit to provide care for any dependents the military person leaves behind in the unit during the deployment period. Income of the guardian temporarily living in the unit for this purpose shall not be counted in determining household income or for purposes of determining household rent portion. The guardian will be required to undergo and pass a criminal background check as required of all adult household members.

2. AHA shall waive the waiting list requirements for military personnel returning from active duty who at the time of their deployment who because of the deployment surrendered the public housing dwelling unit. Military personnel returning from active duty and who request that their housing assistance be reinstated, must provide documented evidence of their release from active duty and must meet the program eligibility requirements of the program prior to readmission to the program(s).

15.5 Remaining Member of the Household

The Head of Household will be required to provide AHA with a written advance notice of their desire to leave the household and relinquish their "head of household" status to another approved tenant of that unit prior to any consideration for "remaining member" as head of household.

To be considered the remaining member of the tenant household, the person must have been previously approved by AHA to be living in the unit for a period of no less than one year, and be permitted by law to execute legal documents. A live-in aide for all intents and purposes, will not be considered a remaining member of a household.

To be eligible to become a remaining member head of household the remaining member:

1. **MUST** be at least 18 years old or "emancipated" by a legal proceeding and can provide documentation of the emancipation;
2. **MUST** have been an authorized member of the household for more than one year at the time the head of household relinquished their status as head of household by moving-out of the assisted unit;
3. **MUST** be related by blood to at least one minor (e.g., under 18 years old) or has legal custody or guardianship and who is a remaining household member;
4. **MUST** be in good standing; and
5. The remaining head of household will be held responsible for any arrearages to AHA that were incurred by the former head of household or spouse; and
6. The remaining household members under age 18 shall not be held responsible for the money arrearages incurred by the former head of household.

15. 6 Single Non-Elderly/Non-Disabled Head of Household

When all authorized household members, with the exception of a single elderly/disabled head of household have left the assisted unit, and the remaining member is non-elderly/non-disabled, the remaining member will no longer meet eligibility requirements for the public housing program. At the end of the lease, AHA will NOT renew the lease for a subsequent lease term and remaining member will be issued a Section 8 Housing Choice Voucher as funding permits.

CHAPTER 16 Dwelling Unit Inspections

AHA performs and documents inspections of all public housing units. If the inspection results in a "work order" the repairs are made in accordance to the urgency of need, while considering the imminent health and safety of the tenant(s). The inspection report used by AHA meets or exceeds the requirements of the Uniform Physical Condition Standard (UPCS).

16.1 Inspection and Entry of Unit Procedures

The tenant will be given prior notice (a minimum of 24 hours) as outlined in the Dwelling Lease, **except for emergency situations (flood, fire, plumbing leak, gas leak, etc.) and the execution of court issued search warrants** that the unit is to be inspected. At a minimum, the notice will indicate the date of the scheduled inspection.

If the inspection indicates that the tenant has created damage to the dwelling and/or premises that is beyond normal wear and tear, the damaged items will be repaired or replaced and the tenant billed directly for the damages. Any repair or replacement charges to the tenant will be based on the posted "Charges for Tenant Damages" schedule. If the damages are severe, the provisions of the dwelling lease related to "Tenant Damages" will be enforced, and the lease will be terminated. If needed, the tenant will be evicted by court order.

AHA staff and/or its agents have the authority to enter any Public Housing unit if it is reasonably suspected that an "Emergency" situation exists. If for any reason a unit is entered by authorized AHA personnel the tenant will be provided with the reason(s) for the entry, by leaving a written notice of the time, date and the reason/purposes for the entry.

AHA staff and/or its agents, once presented by a law enforcement officer(s) with a lawfully executed search warrant from a court will permit entry by the law enforcement officer(s) into a Public Housing unit. AHA staff and/or its agents will document the name(s) of the law enforcement officer(s) and keep a copy of the search warrant in the tenant's file. Execution of a search warrant (or an emergency situation) may require a law enforcement officer(s) to suddenly **breakdown the door** and cause damages to the unit; such damages will be charged to the tenant. The tenant can then file a claim for reimbursement for the cost of the repairs with the law enforcement agency that conducted the search, if they so desire. (For example, for the Albuquerque Police Department (APD), file a claim for the cost of a new front door with the City of Albuquerque Risk Management Division (RMD). And just because a claim is filed, does not mean that a payment on the claim will be approved . Ultimately, the tenant must pay AHA in full for the cost of repairing the damages, even if denied reimbursement by the law enforcement agency that searched the unit.

16.2 Types of Inspections

Pre-Occupancy Inspections (move-in) - An authorized representative of AHA, tenant and/or adult tenant household member **MUST** to inspect the premises prior to commencement of occupancy. This inspection documents the condition of the unit at move-in. A signed copy of the inspection report that includes the condition of the unit and premises and all equipment will be provided to the tenant and a copy retained in the tenant's file.

90-Day Inspections – AHA will perform a follow-up inspection within 90 days from date of the initial move-in. This will provide an opportunity for the AHA representative and the tenant, to discuss any concerns the tenant may have regarding any problems experienced in the unit over the last 90 days, review the minimum housekeeping standards versus the tenant's current housekeeping habits, and to discuss lease obligations. A signed copy of the inspection report that includes the condition of the unit and premises and all equipment will be retained in the tenant's file.

Health and Safety Inspections – Periodically, AHA may do Health and Safety inspections. The tenants need not be present and proper notification will be issued prior to inspection.

Post-Occupancy inspections (move-out) - The final inspection will be performed when the unit is considered vacant AHA will furnish an itemized statement of tenant charges within 30-days (i.e., delinquent rent, previous unpaid tenant account balances, work order charges, or damage charges at move-out). The tenant will be provided an opportunity to participate in the move-out inspection.

The tenant's Security Deposit will be used to offset any unpaid rent, unpaid utilities, tenant charges on account and costs associated with tenant caused damages to the unit upon move-out. A copy of the inspection report shall be signed by both parties if tenant is present for inspection, with a copy retained in tenant's file. AHA requests that the tenant provide AHA their new mailing address, when they submit their advance notice to vacate to AHA, so that a written damage deposit disposition statement can be sent to them at their new address, once the move out inspection has been completed. If an address is not received the Security Deposit Disposition will be mailed to the last known address in accordance with state law.

Annual Inspections - AHA inspects 100% of its units annually to determine if any health or safety problems exist, identify repairs that may be required, and to assess tenant housekeeping practices. Tenants will be notified in writing at least 10 days in advance of the scheduled annual inspection. Tenants are encouraged to be present for inspections; however AHA will conduct the inspection even if the tenant is not present. If the Inspector cannot enter the unit due to circumstances beyond their control, AHA will notify the tenant of one more scheduled inspection via certified first class mail return receipt. Failure to comply will subject the tenant to a 30-Day Notice of Lease Termination for Non-Compliance.

If the household representative is present, they along with the AHA representative will sign the inspection summary report and a copy will be maintained in the tenant's file.

Special Inspections - Representatives from the U. S. Department of Housing and Urban Development (HUD) and/or other Government Officials periodically visit AHA to review and assess its operations and, as part of the monitoring process they may inspect a sampling of the public housing dwelling inventory. Tenants are selected randomly for HUD inspections and will be given a 24 hour written notice prior to any special inspection.

Quality Control (QC) Inspections - AHA management will conduct inspections of units randomly chosen as part of its "QC" program that measures the AHA staff's performance in performing UPCS inspections in accordance with federal requirements. Tenants will be given a written notice at least 24 hours in advance of the scheduled "Quality Control" inspection.

Emergency Inspections - If any AHA employee and/or agent have reason to believe that an emergency exists within the public housing unit, the unit can be entered without notice. The

person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit. Also, upon notification from local law enforcement or fire department personnel that a health and safety need exists, AHA will provide entry to a PH dwelling unit without advance notification to the tenant. Non-emergency entries to a unit will be made during reasonable daytime hours.

Housekeeping Inspections – AHA shall conduct scheduled inspections when AHA has reason to believe that "poor" housekeeping conditions exist in the dwelling unit, which are reported to Tenant Services by the Maintenance section or from any other source. The tenant will be given at least a 24hour notice prior to the inspection. The 24 hour written notice will be hand delivered to the tenant or posted on the front door of the tenant's dwelling unit and a copy maintained in the tenant's file. However, AHA Inspection Compliance Section reserves the right to enter the unit while maintenance or any other contractors are in the unit. Pictures will be taken.

Housekeeping Re-inspections - Tenants who fail any type of dwelling unit inspection due to poor housekeeping habits (which violate the minimum housekeeping standards in the lease) will be issued a poor housekeeping Warning Letter. A re-inspection will be conducted within 7 working days by AHA staff to see if the problem in the unit has been corrected. If the unit is then found to be in full compliance with the minimum housekeeping standards in the lease, the unit then passes inspection, and the tenant will be placed on a 30-day re-inspection schedule cycle for up to 90 days. Should conditions inside the unit again fail to meet the minimum housekeeping standards, the unit will fail the re-inspection, and AHA will issue a 30-day Notice of Lease Termination for Non-Compliance.

Tenants that are issued a poor housekeeping Warning Letter **will be REQUIRED to attend the COMPLIANCE, HOUSEKEEPING & MAINTENANCE SEMINAR** at the AHA office. Failure to attend the seminar will be cause to terminate the Dwelling Lease Agreement for Non-Compliance.

NOTE: It is a violation of the Lease Agreement for a tenant to refuse to allow entry to the dwelling unit for any one of the reasons set forth above and throughout this ACOP. Any AHA authorized adult household member is permitted to sign the inspection form on behalf of the Head of Household. If the Head of Household is present for the inspection, then only they can sign the inspection form.

CHAPTER 17 Utilities

In some of AHA developments, tenants pay the cost of certain utilities (i.e., natural gas, electricity, water, garbage collection and sewer) directly to the utility supplier. AHA has established a Utility Allowance Schedule for tenant- paid utilities. The allowance is based on a reasonable consumption of utilities by energy-conservative households of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

17.1 Tenant-Paid Utilities

The following requirements apply to tenants living in developments with tenant-paid utilities:

1. Each tenant will receive a monthly utility allowance that reflects a reasonable amount of reimbursement for the specific unit size occupied. The amount of utility reimbursement will NOT, in most cases, cover the entire monthly amount owed to the utility provider.
2. When a tenant's Total Tenant Payment (TTP) is less than the utility allowance (UA), AHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, directly to the tenant.
3. When a tenant makes application for utility service to be directly billed in his/her name, he or she **shall** sign a third-party notification agreement so that AHA will be notified if the tenant fails to pay the utility bill.
4. If an applicant is unable to get utilities connected under the name of the head of household, co head or spouse, because of a previous outstanding balance owed to the utility company at a prior address, the **applicant will not be admitted** to the Public Housing Program and will be placed back on the Wait List, until the applicant can have utilities provided to an offered PH dwelling unit.
5. Paying utility bills is the tenant's obligation under the terms of the dwelling lease. **Failure to pay utilities in a timely manner and to keep billings current is reason grounds for lease termination and/ or eviction.**
6. If a tenant has a utility shut off for non-payment, the tenant will be issued a violation of lease notice and if the utilities are still not turned on AHA will issue a second violation of lease notice and seek an eviction from the courts.
7. If the public housing tenant terminates residency in order to transfer to the Section 8 HCV program and AHA receives an unpaid utility bill from the utility supplier, the vacating tenant will be required to pay the unpaid utility bill directly to the supplier or to AHA, if AHA has paid these costs and the security deposit has been refunded. Failure by the transferring tenant to do so will be cause to terminate the housing choice voucher under the Section 8 HCV program.
8. Utility reimbursements and monies owed to AHA Public Housing Tenants who receive a monthly utility reimbursement check in lieu of a rental payment and are found to have monies owed to AHA will cease receiving such check and have the check directly applied to any outstanding AHA balance until such time as the payment obligation is met.
9. **All assisted clients will sign a release form to each utility company allowing AHA staff to gather utility usage data and account information as needed.**

CHAPTER 18 Lease Terminations

All federally assisted housing is intended to provide a decent and safe place to live and raise children and families, and not a place to commit violent and non-violent crime, or to use or sell drugs or to terrorize development or neighborhood tenants. It is the intention of AHA to fully endorse and implement policies designed to:

- Assist in creating and maintaining safe and drug-free neighborhoods;
- Keep our program participants free from threats to their personal and household safety;

- Assist in maintaining an environment where children can live in safety and grow up to be productive citizens; and
- Assist families in meeting their vocational/educational goals in the pursuit of self-sufficiency.

Terminations shall comply with HUD federal regulations at 24 CFR § 966.4 (l) (2). Furthermore, all lease terminations and evictions will be processed in accordance with AHA' most current Dwelling Lease and Grievance Procedures. The provisions of the New Mexico Uniform Owner-Resident Relations Act (§ 47-8-1 et seq. NMSA 1978), the AHA Dwelling Lease and the AHA Tenant Grievance Procedure have been incorporated into this document by reference and are the guidelines to be used for lease terminations and evictions. Refer to ACOP Appendix II Complaints and Grievance Procedures below.

18.1 Lease Termination by Tenant

The tenant may terminate their Dwelling Lease Agreement by providing AHA with a Thirty Day Notice to Terminate Public Housing Lease to vacate as defined in the lease agreement. The notice shall be delivered to the assigned AHA Housing Specialist at 1840 University Blvd. SE, Albuquerque, NM 87106. The tenant is required to schedule and attend a Move-Out inspection with their AHA Housing Specialist at the dwelling unit. The dwelling unit shall be considered returned to AHA on the date the Move-Out inspection is performed and successfully completed, and when all keys to the unit are returned to AHA.

18.2 Lease Termination by AHA

A lease may be terminated at anytime by AHA for serious or repeated violation(s) of the terms of the lease with a written "Notice", as prescribed by the New Mexico Uniform Owner-Resident Relations Act (§ 47-8-37 et seq. NMSA 1978), the exception is for Non-Payment of Rent for which AHA shall issue a 14-Day notice as required by federal housing program regulations.

The following are a few violation examples for which AHA might terminate the lease (refer to AHA Dwelling Lease for complete listing of violation examples):

1. Nonpayment of Rent or other charges due under the terms of the Lease, or chronic late payment of rent history (i.e., **3 incidents of late rent in a 6-month period is considered chronic**); or
2. Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, equipment, or common areas; or
3. Failure to provide timely and accurate statements of income, assets, expenses and/or household composition at initial admission, interim, special or annual recertification; or
4. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers; or
5. Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in the Lease, except as approved by AHA for a home based occupation; or
6. Failure to abide by reasonable rules made by AHA for the benefit and well being of the housing development community and the tenants; or

7. Failure to abide by applicable building and housing codes materially affecting health or safety; or
8. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner; or
9. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators (where applicable), in a safe manner; or
10. Failure to maintain good housekeeping habits for the health and welfare of occupants and to minimize
11. damages to the dwelling unit that might be brought about by poor housekeeping; or
12. Sex offender lifetime restraints: Any household member currently subject to a Sex Offender lifetime registration requirement under a State sex offender registration program will be grounds for immediate eviction. For families, a failure to remove any household member(s) from the lease that is subject to a sex offender lifetime registration requirement under a State sex offender registration program will result in immediate eviction of the entire household; or
13. Criminal Activity: Household members and/or their guest who engage in ANY drug-related and/or violent criminal activity either ON or OFF the of the public housing development premises will result in eviction from the premises, or
14. Alcohol abuse that AHA determines interferes with the health, safety, or right to peaceful enjoyment of the housing development premises by other tenants; or
15. Non-compliance with U.S. Citizen or eligible immigration status requirements; or
16. Physically or verbally abusive behavior toward tenants and/or AHA staff; or
17. Failure to attend the AHA Housekeeping and Minor Maintenance Seminar; or
18. The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, AHA
19. may terminate a lease for other reasons that are not specifically listed in the dwelling lease.

In addition, AHA is required by federal housing program regulations to terminate the housing assistance of any program participant, if AHA collects adverse information through Form HUD-52675 "Debts Owed to Public Housing Agencies and Termination". If the reported information is accurate, your current rental assistance may be terminated and your future request **for HUD rental assistance may be denied for a period of up to ten years** from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

All screening and termination of assistance procedures shall be administered fairly and impartially and in such a way as not to illegally violate an individual's right to privacy or to illegally discriminate on the basis of race, color, nationality, age, religion, familial status, disability, sex, sexual orientation, gender identity or any other legally protected groups.

18.3 Tenants Evicted from Public Housing

Public housing tenants who are evicted through a court issued "Judgment for Restitution" **WILL NOT** be eligible to remedy the violation(s), in order to receive consideration from AHA to remain in the public housing program. The Deputy Director or his/her designee may make certain exceptions to the policy based on mitigating circumstance that was beyond the control of the evicted tenant. The tenant **MUST** provide the required documentation to support their request for reconsideration.

NOTE: Public Housing or Section 8 program tenants evicted by AHA or by a participating Section 8 landlord through a court action and who are issued a "JUDGMENT FOR RESTITUTION", or who move voluntarily after receiving a Notice of Proposed Termination of Tenancy (Breach of Lease Agreement), shall NOT be eligible for admission to the wait list under either the Section 8 or public housing rental housing assistance programs for up to Seven (7) years from the effective date of the JUDGMENT and/or NOTICE. All Judgements issued to a Public Housing tenant must be paid prior to being admitted to the wait list.

18.4 Notice Requirements

No tenant shall be given a Notice of Lease Termination without being informed by AHA in writing of the reason(s) for the termination. The tenant **MUST** be informed of his/her right to request an informal hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish, and to be represented by counsel at the tenants own expense.

A tenant will be issued a Thirty Day to Cure "First Violation Breach of Lease". The Second Violation in six months will not be curable and the tenant must move within Seven (7) days or a court case will be filed.
Lease terminations for certain actions are not eligible for the Grievance Procedure, such as all Substantial Lease Violations that trigger a three (3) day notice of lease termination as defined in the New Mexico Uniform Owner- Resident Relations Act (§ 47-8-1 et seq. NMSA 1978) and specifically including:

1. Any felony level violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or AHA employees; and
2. Any felony level, illegal drug or alcohol abuse related criminal activity.

18.5 Disposition of Security and Pet Deposits

The disposition of a tenant's Security and/or Pet Deposit shall comply with requirements of the New Mexico Uniform Owner -Resident Relations Act (specifically, §47-8-18, NMSA 1978).

On termination of the dwelling lease by either AHA or the tenant, and only after the tenant vacates the dwelling unit, AHA shall perform a move-out inspection to determine damages beyond normal wear and tear, and will review the vacating tenants account balance for any unpaid balances to include unpaid utility bills and maintenance work orders. AHA requests that the tenant provide AHA their new mailing address, when they vacate the unit, so that a written damage deposit disposition statement can be sent to them at their new address, once the move out inspection has been completed. If an address is not provided the Security Deposit Disposition will be sent to the tenants last known address in accordance with state law.

Deceased Tenants

In the event, the sole household member and/or Head of Household are deceased; AHA will only disburse Security Deposit balances according to State law

18.6 Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by AHA, and shall contain, at a minimum, the following information:

1. Name of tenant, race and ethnicity, phone number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
3. Specific reason(s) for Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
4. Date and method of notifying tenant; and
5. Notes of any conferences with tenants including dates, names of conference participants and conclusions.

CHAPTER 19 Repayment Agreements

This Chapter describes AHA' policies for the recovery of monies owed by public housing program participants to AHA. It also describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is AHA' policy to meet the informational needs of public housing tenants and to communicate the program rules in order to avoid program participant debts. Before a debt is assessed against a tenant household the file must contain the required documentation to support AHA' claim that the debt is owed. The file must further contain documentation of the method of calculation in a clear format for review by the tenant household, AHA management, or other interested parties.

When households owe money to AHA, AHA will make every effort to collect it. AHA will use a variety of collection tools to recover debts including, but not limited to:

1. Request 100% repayment;
2. Enter into Repayment Agreements;
3. Abatements or wage garnishments;
4. Debt Collection agencies;
5. Reporting the debt to the major Credit Bureaus;
6. Federal and State Income Tax refund off-set programs; and
7. Civil lawsuits;
8. List debt amount on HUD website.

19.1 Repayment Agreement

The "Repayment Agreement" is a promissory note between the Head of Household and AHA, and is the primary instrument used by AHA in its effort to collect monies owed by program participants, specifically under the AHA Rental Assistance Program. It contains more details than the customary promissory note regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, including the remedies available to AHA upon default of the agreement by the

household. AHA may also pursue court action, if necessary, to collect any delinquent repayment accounts.

AHA will prescribe the terms of the "repayment agreement", including determining whether or not to enter into a "repayment agreement" with the household based on the circumstances surrounding the debt to AHA. The Housing Specialist will brief management on the circumstances surrounding the debt and to attain approval for the execution of a Repayment Agreement. The final approval must come from the Public Housing Program Manager, Deputy Director or Executive Director.

Household Error/Late Reporting

Households who owe money to AHA due to the household's failure to report increases in household income will receive a 30-day notice by mail stating the amount owed and setting an in-office appointment where the participant will be required to repay in accordance with the guidelines set forth in this section. The notice will also state the termination date for failure to comply.

The circumstances under which AHA will not enter into a "repayment agreement" include the following:

1. If the household already has one "Repayment Agreement" in place; or
2. AHA determines based on available information that the household knowingly and willfully committed program fraud; or
3. The debt amount is greater than $5,000 and the household is unable to buy-down any amount over the $5,000.

19.2 Terms and Conditions

The following defines terms, conditions and limitations associated with any "Repayment Agreements".

Maximum Amounts

The maximum amount for which AHA will enter into a "repayment agreement" with a tenant household is **$5,000.00**.

Indebtedness Greater Than $5,000

If the indebtedness is greater than $5,000, the debt will be automatically referred to the Office of Inspector General (O.I.G.), at the U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410-5000. The HUD Inspector General will investigate the case for possible federal criminal prosecution and/or civil debt collection or other remedies.

NOTE: Any indebtedness that exceeds $5,000 will result in termination of the lease and housing assistance. AHA will initiate legal proceedings to collect any unpaid indebtedness up to and including prosecution.

Maximum Term

Payment Agreements cannot exceed the timeframes indicated below. The maximum term allowed for repayment shall not exceed a maximum of twelve (12) months.

$50 - $3,000	**No more than 12 months**
$3,001 - $5000	**No more than 12 months**

Initial Payment Amount

An initial payment of no less than Fifty Percent (50%) of the total amount owed under a "Repayment Agreement" will be required. The Public Housing Program Manager shall have the discretion to waive or lower the 50% initial payment amount in cases where a household claims financial hardship (i.e., medical, death or extenuating circumstances). A household requesting a financial hardship waiver must provide documented evidence of the financial hardship at the time the request is made.

Late Payments

A "repayment agreement" will be considered in arrears if the payment has not been received by the due date and the tenant will then be subject to a 30-Day Notice of Lease Termination for Non-Compliance. If the families "repayment agreement" is in arrears, AHA may:

1. Accelerate the debt due date and require the household to pay the balance owed in full;
2. Pursue civil legal collection of the balance due;
3. Terminate the lease and housing assistance ; and/or
4. Grant an extension of up to five additional days in cases of financial hardship.

Hardship Extension Approval/Disapproval Related to Repayment Agreements

In cases of financial hardship, a household must provide concrete evidence and documentation verifying financial hardship. The Public Housing Program Manager shall have the discretion to determine hardship and approve or disapprove extensions. (For example, if a household has recently experienced a death of a household member or a major medical emergency that has put a significant drain on their finances and the household can provide documented evidence to this effect. AHA **may** consider this to fall under "financial hardship" and **may** or may not approve an extension to the agreement.)

Unit Transfer Requests

If a household is requesting a transfer from one public housing unit to another or to the housing assistance programs, the balance of any "repayment agreement", in force at the time the request is made, must be PAID-IN-FULL before a transfer will be permitted. At the sole discretion of the Public Housing Program Manager, repayment agreement balances may or may not be transferred.

19.3 Debt Write-Offs

Debts will be written off, only to the extent permitted by federal or local rules and regulations, if:

1. The debtor's whereabouts are unknown and the debt is more than one year old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than one year.
5. The amount is less than $500.00 and the debtor cannot be located.

19.4 Utility Reimbursements and Monies Owed to AHA

Public Housing Tenants who receive a monthly utility reimbursement check in lieu of a rental payment and are found to have monies owed to AHA will cease receiving such check and have the check directly applied to any outstanding AHA balance until such time as the payment obligation is met.

CHAPTER 20 Closing of Files and Purging Inactive Files

AHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level. The latter files shall be maintained for up to seven (7) years in case of possible future litigation.

During the term of tenancy and for three years thereafter AHA will keep the tenant file. In addition, AHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and tenants.
- The application from each ineligible household and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting AHA and financial statements.
- Other records which maybe specified by HUD.

AHA shall retain all data for current tenants for audit purposes. No information shall be removed which may affect an accurate audit.

CHAPTER 21 Definitions (Income and Rent Determinations)

21.1 Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the household head and spouse (even if temporarily absent) and by each additional household member including all net income from assets for the 12-month period following the effective date of initial determination or recertification of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute or regulation.

Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for straight- line depreciation of assets used in a business or profession may be deducted as provided by IRS income tax regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property;

   If the Household has Net Household Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Household Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See Section B, subsection 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income (SSI) benefits.);

5. Payments in lieu of earnings, such as unemployment insurance (UI) and disability compensation, worker's compensation, and severance pay (But also see Section B, subsection 3, below concerning treatment of lump-sum additions as Household assets.);

6. All cash welfare assistance payments (such as, but not limited to: Temporary Assistance to Needy Families (TANF), (formerly AFDC), and General Assistance (GA)) received by or on behalf of any household member;

7. Periodic and determinable allowances, such as alimony, spousal support, and child support payments, and regular cash and non-cash contributions or re-occurring gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and

8. All regular pay, special pay, and allowances of a household member in the U.S. Armed Forces. (See section B. subsection 7. below concerning pay for exposure to hostile fire.)

21.2 Items not Included in Annual Income

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years old;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant household, who are unable to live alone);

3. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see Section A, Subsections 4 and 5 above if the payments are or will be periodic in nature); [See Section B, subsection 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income (SSI) benefits]

4. Amounts received by the household that are specifically for, or reimbursement of, the cost of medical expenses for any household member;

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);

6. The full amount of student financial assistance paid directly to the student or the student's educational institution (examples: Pell Grant, Student Loan disbursement, NM Legislative Lottery Scholarship, Bridge to Success Scholarship);

7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire (also known as: Combat Pay);

8. Certain amounts received that are related to participation in the following programs:

    a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) and benefits that are set aside for use under a Plan to Attain Self- Sufficiency (PASS);

c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in specific programs;

d. A tenant services stipend. A tenant services stipend (usually for a caretaker) is a modest amount (not to exceed $200/month) received by a public housing tenant for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such service may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and tenant initiatives coordination; and

e. Incremental earnings and/or benefits resulting to any household member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of household members as tenant 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 a limited period as determined in advance by the PHA.

9. Temporary, non-recurring, or sporadic income (including one time gifts – e.g. Christmas, Birthday, Graduation, Wedding Gifts, Baby Shower, etc.);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);

12. Adoption assistance payments in excess of $480 per adopted child;

13. The incremental earnings and benefits to any tenant: 1) whose annual income increases due to employment of a household member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a household member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a household member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

    a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also

includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

b. During the 12 months period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

c. Regardless of how long it takes a tenant to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

d. The disallowance of increased income under this section is only applicable to current tenants and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

14. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum payments;

15. Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

16. Amounts paid by a State agency to a household with a developmentally disabled household member living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home;

17. 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 United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register; identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statutes:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

a. The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

b. National Volunteer Antipoverty Program such as: Volunteer In Service To America (VISTA), Peace Corps, Service Learning Program, and Special Volunteer Programs;

c. Small Business Administration (SBA) Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps Of Retired Executive (SCORE), and Active Corps of Executives (ACE).

18. Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)};

19. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459e]

20. Payments or allowances made under U.S. Department of Health and Human Services' (HHS) Low- Income Home Energy Assistance Program (LIHEAP) [42 USC 8624 (f)]

21. Payments received under program funded in whole or in part under the Job Training Partnership Act (JTPA)[29 USC 1552 (b)]

22. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 State 2503-04];

23. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the U.S. Secretary of Interior [25 USC 117b, 1407]; and

24. 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 (BIA) student assistance programs [20 USC 1087 uu].

Examples of Title IV programs include but are not limited to:

- Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Students Incentive Grants, College Work Study, and Robert Byrd Scholarships.

Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:

Examples of programs under this act include but are not limited to:

- Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons (AARP), National Council on senior Citizens, and Green Thumb.

The following is a list of additional benefits excluded by other Federal Statutes:

1. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Re: Agent Orange product liability litigation;

2. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat.1785);

3. 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 USC 985q);

4. Federal Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991 (26 USC 32 (j)).

5. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

6. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

21.3 Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, AHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period, (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

21.4 Adjusted Income

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

For All Households

1. **Child Care Expenses** – A deduction of amounts anticipated to be paid by the household for the care of children under 12 years of age for the period for which Annual Income is computed BUT ONLY when such care is necessary to enable a household member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the household member released to work; or (b) the actual amount incurred by the household that permits the head of household and/or spouse to participate in education opportunities and/or to seek employment.

2. **Dependent Deduction** – An exemption of $480 for each member of the household residing in the household (other than the head of household, or spouse, live-in aide foster child) who is under eighteen (18) years of age or who is eighteen (18) years of age or older and disabled, or a full-time student.

3. **Work-related Disability Expenses** – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for household members with disabilities where such expenses are necessary to permit a household member (s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the household member(s) freed to work.

   Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment's added to cars and vans to permit their use by the disabled household member. Also included would be the annualized cost differential between a car and the cost of a van required by the household member with disabilities.

   a. For non-elderly households and elderly or disabled households without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expenses less three (3%) percent of Annual Income, provided the amount so calculated does not exceed the employments earned.

   b. For elderly or disabled households with medical expenses the amount of the deduction equal the cost of all un-reimbursed expenses for work-related disability expense less three (3%) percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled households only:

Medical Expense Deduction – A deduction of un-reimbursed Medical Expenses, including insurance premium, anticipated for the period for which Annual Income is computed.

4. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of household members), and payments on accumulated medical bills. To be considered by AHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

   a. For elderly or disabled households without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

   b. For elderly or disabled households with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. Elderly/Disabled Household Exemption – An exemption of $400 per household. See Definitions in Appendix II.

6. Optional Deductions/Exemptions: - AHA may amend this policy and grant further deductions. Any deduction would be noted here.

21.5 Computing Rent

1. The first step in computing rent is to determine each household's Total Tenant Payment (TTP). Then, if the household is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the TTP. The result of this computation, if a positive number, is the Tenant Rent. If the TTP less the Utility Allowance is a negative number, the result is the utility reimbursement that is paid to the tenant directly by the AHA.

2. Total Tenant Payment (TTP) is the highest of:

    - 30% of adjusted monthly income; or
    - 10% of monthly income; but never less than the
    - Minimum Rent of $50.00; and never more than the
    - Flat Rent, if chosen by the household

3. Tenant rent is computed by subtracting the utility allowance for tenant paid utilities (if applicable) from the Total Tenant Payment. In developments where AHA pays all utility bills directly to the utility supplier. Tenant rent equals Total Tenant Payment (TTP).

4. The Minimum Rent shall be $50.00 per month, but a hardship exemption to pay less than $50.00 per month may be granted to tenants who can document that they are unable to pay the $50.00 because of a long- term hardship (over 90 days in duration). Examples under which tenants would qualify for the hardship exemption to the minimum rent rule would be limited to the following:

    - The household has lost eligibility for, or is applying for an eligibility determination for a Federal, State or local assistance program (such as TANF);
    - The household would be evicted as result of the imposition of the minimum rent requirements;
    - The income of the household has decreased because of changed circumstances, including loss of employment;
    - A death in the household has occurred; or
    - Other circumstances as determined by AHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any tenant who qualified for the hardship exemption was charged a minimum rent since that time, the tenant may be entitled to a retroactive credit.

5. At annual re-certification the **tenant shall be offered a choice of paying either the income-based rent or the Flat Rent** applicable to the unit they will occupy.

6. It will be the policy of AHA to round up to the next whole number at 0.5 for purposes of averaging hours **WORKED** or determining **EARNED INCOME**.

[Example: AHA verifies that an applicant or participating tenant works 30 to 35 hours per week, the average hours worked is 32.5. AHA will round this figure from 32.5 to 33 hours.]

CHAPTER 22 Glossary of Terms

Definitions are amended from time to time and are contained in Title 24 of the Code of Federal Regulations (C.F.R.), which are incorporated by reference as if fully set out herein.

ADULT - An adult is a person who has reached his/her 18th birthday or is an emancipated minor. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

CHILD - Refers to a household member, other than the head of household or spouse, who is under 18 years of age.

CHILD CARE EXPENSES - See Part Chapter 24 Child Care Expenses.

CHILD CUSTODY - An applicant/occupant household who does not have full custody of child/children may only claim a child as a dependent by the following:

a. The applicant/occupant must have primary custody of the child and be able provide verifiable documentation (i.e., Minor Child Custody Court Order).
b. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant and that the same child may not be claimed by more than one applicant household (i.e., a child is counted more than once in order to make two (2) separate single adult people in separate households eligible for admission to PH).

CITIZEN - A citizen or national of the United States of America (USA).

DEPENDENT - A member of the household (except foster children and foster adults), other than the household head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

DISABILITY EXPENSE ALLOWANCE - Reasonable expenses for attendant care and auxiliary apparatus for a disabled member that are necessary to enable a household member to be employed. Expenses cannot be paid to a household member or reimbursed.

DISABLED PERSON - (See definition for Handicapped Person)

DISPLACED HOUSEHOLD - A person, or household, involuntarily displaced by governmental action (such as the enforcement of building codes, or condemnation of a building, or use of the power of eminent domain), or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared by the President of the U.S.A. or otherwise formally recognized pursuant to Federal disaster relief laws, including victims of domestic violence, reprisal or retaliation.

ELDERLY HOUSEHOLD - A household whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care.

ELDERLY PERSON - Refers to a person who is at least sixty-two (62) years of age.

EARNED INCOME DISALLOWANCE (EID) Disallowance of increases in income as a result of employment of qualified household members, including persons with disabilities under 24 CFR §5.617 and §960.255.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents that must be submitted to show evidence of U.S. citizenship or eligible immigration status.

FAMILIAL STATUS - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as other applicant households.

HOUSEHOLD - The term "household" as used in this policy means:

1. A single person or group of persons that may include a household with or without children **(Note: The temporary absence of a child from the home due to placement in foster care shall not be considered in determining household composition and household size)**; who live regularly together as a single household in the dwelling unit. By definition, a household must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household. There must be some concept of household living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a household within the meaning of this policy. Some recognized and acceptable basis of household relationship must exist as a condition of eligibility;
2. An elderly household;
3. A near-elderly household;
4. A disabled household;
5. A displaced household;
6. The remaining member of a tenant household; and
7. A single person who is not elderly or displaced or a person with disabilities, or the remaining member of a tenant household.

FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations. The Flat rent cannot be less than 80% of the HUD Fair Market Rent (FMR).

FOSTER CHILDREN - With the prior written consent of AHA, a foster child may reside on the premises. The factors considered by AHA in determining whether or not consent is granted may include:

1. Whether the addition of a new occupant may require a transfer of the household to another unit, and whether such units are available.

2. AHA obligation to make reasonable accommodation for handicapped persons.

FULL-TIME STUDENT - A member of a household (other than the head of household or spouse) who is carrying a course load that is considered full-time (usually 12 to 16 credit hours per semester, trimester, quarter, etc.) for day students under the standards and practices of the educational Institution attended. An educational Institution includes a vocational school with diploma or certificate program, as well as an accredited Institution offering a college degree. Verification of current enrollment will be supplied to AHA directly by the attended educational Institution.

HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Household Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled household member and that are necessary to enable a household member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the household nor reimbursed by an outside source.

HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration, and
2. Substantially impedes his/her ability to live independently, and
3. Is of such a nature that such disability could be improved by more suitable housing conditions.

NOTE: All three (3) conditions must be met to qualify as handicapped.

Furthermore, a Handicapped and/or Disabled Person is a person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

Section 223 of the Social Security Act defines disability as:

1. "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
2. In the case of an individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

1. "A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual

attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

Additionally, no individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

HAZARDOUS DUTY PAY - Pay to a household member in the U.S. Armed Forces away from home and exposed to hostile fire. (also known as Combat Pay).

HEAD OF HOUSEHOLD - Is an adult member of the household who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the household, particularly in regard to lease obligations.

INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:

1. Casual, sporadic, temporary, nonrecurring income, including gifts;
2. Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care;
3. Lump-sum additions to household assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.
4. The full amount of student financial assistance paid directly to the student or to the educational institution.
5. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
6. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].
7. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].
8. Income of a live-in aide (as defined in this policy).
9. Payments received from the Job Training Partnership Act (JTPA) [29 USC 1552(b)].
10. Hazardous Duty Pay for a household member in the Armed Forces away from home and exposed to hostile fire.
11. Income from employment of children (including foster children) under the age of eighteen (18); or
12. Payment received for the care of foster children.
13. Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.
14. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].
15. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP) [42 U.S.C. 8624(f)].
16. Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Public Law 94- 540, 90 Stat. 2503-2504).
17. The first $2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].

18. Payments from Programs under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)]; or
19. Amounts received under training programs funded by HUD.
20. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self- Sufficiency (PASS).
21. Amounts received by a participant household 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.
22. For taxable years after December 31, 1990, the Earned Income Tax Credit (EITC) refund. Effective Date: July 25, 1994.
23. The earnings and benefits to any tenant resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
    Comparable Federal, State or Local Law means a program providing employment training and supportive services that:
    a. Are authorized by a federal, state or local law;
    b. Are funded by federal, state or local government;
    c. Are operated or administered by a public agency;
    d. Has as its objective to assist participants in acquiring job skills.

    Exclusion period means the period during which the tenant participates in a program described in this section, plus 18 months from the date the tenant begins the first job acquired by the tenant after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the tenant is terminated from employment without good cause, the exclusion period shall end. Earnings and benefits mean the incremental earnings and benefits resulting from a qualified employment training program or subsequent job.
    This provision does not apply to tenants participating in the Family Self-Sufficiency (FSS) Program who are utilizing the escrow account. Also, tenants are required to pay the appropriate minimum rent.
24. Compensation from State or local employment training programs, and training of a family member as tenant 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 a limited period as determined in advance by AHA.
25. For all initial determinations and re-certifications of income carried out on or after April 23, 1993, 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.
26. Earning in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).
27. Adoption assistance payments in excess of $480 per adopted child.
28. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits (i.e. disability, retirement, survivor's benefits, etc.) that are received in a lump sum payment received on or after October 28, 1992.
29. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

30. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services/equipment needed to keep the developmentally disabled family member home.

INFANT - A child under the age of two years.

INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and annual re-certifications.

ICE - Refers to the U.S. Immigration and Customs Enforcement Bureau, of U.S. Department of Homeland Security (DHS). Formerly, the Immigration and Naturalization Service (ICE).

INVOLUNTARY DISPLACEMENT (If Applicable) - Preference - Households that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing. Applicants who have or will (within no more than six months) vacate housing as a result of:

- A disaster (fire, flood, tornado, earthquake, hurricane, etc.)
- Federal, state or local government action related to code enforcement, public housing improvement or public housing development
- Actual or threatened physical violence directed against the applicant, or one or more members of the applicant's family, by a spouse or other member of the applicant's household or the applicant lives in a housing unit with such an individual who engages in such violence
- Individuals or households subject to reprisal or retaliation.

LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

1. Is determined by AHA to be essential to the care and well being of the person(s);
2. Is not obligated for support of the person(s);
3. Would not be living in the unit except to provide supportive services. The income of a live-in-aide that meets these requirements is not included as income to the tenant family. **A live-in aide must be approved, in advance, by AHA and meet eligibility requirements for public housing occupancy.**

LOWER INCOME HOUSEHOLD - A household who's Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.

MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly households only (Includes prescription/nonprescription drugs).

MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service (PHS).

MINIMUM RENT - Households assisted under the Public Housing program pay a monthly "minimum rent" of not more than $50.00 per month. AHA has the discretion to establish the "minimum rent" from $0 up to $50.00. **The minimum rent established by AHA is $50.00.**

MINOR - A "minor" is a person under eighteen (18) years of age. Provided, that a married person 16 years of age or younger shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.) MIXED HOUSEHOLD - Is a household whose members include those with U.S. citizenship or eligible immigration status, and those without U.S. citizenship or eligible immigration status.

MONTHLY-ADJUSTED INCOME - Refers to One-Twelfth (1/12) of Adjusted Annual Income.

MONTHLY INCOME - One twelfth (1/12) of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of household income, household income is the same as monthly income.

NATIONAL - A person who owes permanent allegiance to the United States of America, for example, as a result of birth in a United States territory or possession (i.e. Puerto Rico, Guam, U.S. Virgin Islands, American Samoa, Midway Island, and the Commonwealth of the Northern Mariana Islands (CNMI)).

NEAR ELDERLY - A household whose head or spouse or "sole member" is at least fifty (50) years of age, but below the age of sixty-two (62).

NET HOUSEHOLD ASSETS - Net Household Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the household or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Household Assets, this Housing Agency shall include the value of any business or household assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or re-certification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

NON-CITIZEN - A person who is neither a citizen nor national of the United States of America (USA).

PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development and/or operation of housing for lower income households. Also known as a Public Housing Authority.

REASONABLE ACCOMODATIONS – Means making certain alterations or adaptations to provide access to qualified individuals with known physical or mental limitations, provided that the adaptation would not cause an undue hardship to the program or substantially alter the program or activity.

RECERTIFICATION - Recertification is sometimes referred to as re-certification. The process of securing the required documentation that verifies that tenant meets the eligibility requirements for continued occupancy.

RE-CERTIFICATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re--certification of eligibility and rent. The re-certification date(s) is the first day of the month the Lease between the tenant and AHA became effective.

REMAINING MEMBER OF THE TENANT HOUSEHOLD - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the dwelling lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. Any individual household member who claims to be the remaining member shall, in the event that AHA declares the household member as ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. AHA Grievance Hearing Procedure's must be requested by the household member in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with AHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. AHA does not recognize the person as a tenant by giving him or her opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by AHA and the person granted tenant status after the verification status.

NOTE: A LIVE-IN AIDE DOES NOT QUALIFY AS A REMAINING MEMBER OF THE TENANT HOUSEHOLD.

SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly household, or a displaced person, or as the remaining member of a Tenant household.

SPOUSE - A spouse is the legally wedded husband or wife of the head of the household.

STANDARD PERMANENT REPLACEMENT HOUSING - Is housing:

1. That is decent, safe, and sanitary; and
2. That is adequate for the household size; and
3. That the household is occupying pursuant to a lease or occupancy agreement.

NOTE: Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless households, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

TANF – Temporary Assistance for Needy Households – Cash Welfare payments to households or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments. Formerly known as Aid for Households with Dependent Children (AFDC).

TEMPORARILY ABSENT HOUSEHOLD MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than 30 days is considered temporarily absent.

TENANT RENT - The amount payable monthly by the Household as rent to AHA. Where all utilities (gas, water and electricity) are supplied by AHA, Tenant Rent equals Total Tenant Payment (TTP) or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied AHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment (TTP) or minimum rent less the utility allowance. Telephone/Internet services and cable/satellite dish television services are not considered to be a utility.

TOTAL ANNUAL HOUSEHOLD INCOME - Refer to Part XXII under definition of Annual Income.

TOTAL TENANT PAYMENT (TTP) - The TTP for households participating in the Public Housing program must be at least the minimum rent of $50.00, which is the minimum rent established by AHA for the Public Housing Program, the TTP must be the greater of:

- 30 % percent of household monthly adjusted income; or
- 10 % percent of household monthly income; or
- $50.00, which is the minimum rent set by AHA or

The tenant may elect the Flat Rent from the Flat Rent Schedule in lieu of # (1) above. It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. (For example, if a Public Housing household's TTP is the minimum rent of $50.00 and AHA' utility allowance (UA) for the size and type unit the household has selected is $60.00, the household would receive a utility reimbursement of $10.00 (UA=$60.00 less TTP $50.00) for tenant purchased utilities.)

UTILITIES - Utilities may include natural gas, electricity, tap water, garbage collection, sewage and recycling services.

UTILITY ALLOWANCE - If the cost of utilities (except telephone, internet and cable/satellite TV) and other housing services for an assisted unit is not included in the Tenant rent, but is the

responsibility of the household occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the AHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy- conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the household pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the TTP.

UTILITY REIMBURSEMENT PAYMENT - Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, **if applicable**, exceeds the Total Tenant Payment (TTP) for the household occupying the unit.

VERY LOW-INCOME HOUSEHOLD - means a household whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low household incomes.

WAGE EARNER - Is a person in a gainful activity and who receives wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment insurance (UI) compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

WELFARE ASSISTANCE - Cash Welfare (same as TANF, formerly AFDC) or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Appendix I Violence Against Women Act (VAWA) Policy

The AHA Violence Against Women Act (VAWA) Policy is **incorporated into this document as Appendix I.**

Appendix II Tenant Complaints and Grievance Procedure

Tenant Complaints and Grievance Procedure shall be accomplished in accordance with the AHA approved Tenant Grievance Procedure. The Grievance Procedure has been incorporated into this document as Appendix II and contains the guidelines to be used for grievances and appeals by low-rent public housing tenants.

Appendix III Service Animal and Pet Ownership Policies

The Service Animal and Pet Ownership Policies have been incorporated into this document as Appendix III.

Appendix IV Community Service Self-Sufficiency Policy

The Community Services Self-Sufficiency Policy has been incorporated into this document as Appendix IV.

Appendix V Enterprise Income Verification (EIV) Security and Procedure Policy

The Enterprise Income Verification (EIV) Security and Procedure Policy have been incorporated into this document as Appendix V.

Appendix VI Limited English Proficiency Policy

The Limited English Proficiency Policy has been incorporated into this document as Appendix VI.

Appendix X VII De-concentration Rule

The De-concentration Rule has been incorporated into this document as Appendix VII.