

# Public Housing

## Admissions and Continued Occupancy Plan

Springfield Housing Authority

200 North Eleventh

Springfield, Illinois 62703

REVISED AND BOARD APPROVED  
EFFECTIVE  
October 1, 2023

MTW WAIVERS HUD APPROVED  
EFFECTIVE  
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**NOTE: Move to Work Policy Revisions were approved by HUD effective January 1, 2024.**

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## **Admissions and Continued Occupancy Policy Governing HUD Public Housing**

### **I. Nondiscrimination and Accessibility**

#### **A. Complying with Civil Rights Laws**

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of SHA to comply with all Civil Rights laws, including but not limited to:
  - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;<sup>1</sup>
  - Title VIII of Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;<sup>2</sup>
  - Executive Order 11-63.
  - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;<sup>3</sup>
  - The Age Discrimination Act of 1975, which establishes certain rights of the elderly;<sup>4</sup>
  - Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.);
  - Any applicable State laws or local ordinances; and
  - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.<sup>5</sup>
2. The SHA shall not discriminate because of race, color, national origin, sex, religion, familial status, sexual orientation, gender identity, marital status, age or disability in the leasing, rental, occupancy, use or other disposition of housing or related facilities, including land that is part of a development under the SHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

3. SHA shall not, on account of race, color, national origin, sex, religion, familial status, sexual orientation, gender identity, marital status, age or disability:
  - a. Deny anyone the opportunity to apply for housing (when the waiting list is open) nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
  - b. Provide anyone housing that is different (of lower quality) from that provided to others;<sup>i</sup>
  - c. Subject anyone to segregation or disparate treatment;
  - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - e. Treat anyone differently in determining eligibility or other requirements for admission;
  - f. Deny anyone access to the same level of services;<sup>ii</sup> or
  - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. SHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior<sup>6</sup>.
5. SHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To Permit people with disabilities to take full advantage of the SHA's housing program and non-housing programs in accordance with Section 504 and the Fair Housing Amendments Act of 1988 there are requirements, optional actions and prohibitions:
  - (a) SHA must upon request by an applicant or resident with a disability,
    - make structural modifications to its housing and non-housing facilities<sup>7</sup> and
    - make reasonable accommodations in its procedures or practices<sup>8</sup>

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<sup>ii</sup> This requirement applies to services provided by SHA and services provided by others with SHA's permission on public housing property. Thus, a health-screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.



- unless such structural modifications or reasonable accommodations:
  - would result in an undue financial<sup>iii</sup> and administrative burden on the Authority<sup>9</sup>, or
  - would result in a fundamental alteration in the nature of the program.
- (b) In making structural modifications to “Existing housing programs”<sup>10</sup> or in carrying out “Other Alterations”<sup>11</sup> for otherwise qualified persons with disabilities SHA may, but is not required to:
  - make each of its existing facilities accessible<sup>12</sup>; or
  - make structural alterations when other methods can be demonstrated to achieve the same effect<sup>13</sup>;
  - make structural alterations that require the removal or altering of a load-bearing structural member<sup>14</sup>;
  - provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level<sup>15</sup>;
- (c) When the SHA is making “Substantial Alterations”<sup>iv</sup> to an existing housing facility SHA may, but is not required to:
  - provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level<sup>16</sup>;
  - make structural alterations that require the removal or altering of a load bearing structural member<sup>17</sup>; or
  - make structural alterations to meet minimum accessibility requirements where it is structurally impracticable<sup>v</sup> also<sup>18</sup>.

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<sup>iii</sup> Considering all the SHA’s sources of revenue, including both operating and capital funds.

<sup>iv</sup> Defined in 24 CFR §8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility.

<sup>v</sup> Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.

Note: That the undue burdens test is not applicable to housing undergoing substantial alterations.

6. SHA will not permit these policies to be subverted to do personal or political favors. SHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law and the civil rights of the other families on the waiting list.<sup>19</sup>

## **B. Making Programs and Facilities Accessible to People with Disabilities**

The Springfield Housing Authority shall make an effort to provide individuals with “special needs” reasonable accommodations. The Authority may make inquiries to the extent necessary to:

- Verify the existence of a disability (not the nature of the disability) based on the applicant’s declarations only.
  - Determine if the applicant qualifies for a specially designed barrier-free unit or other reasonable accommodations.
  - Determine if the family qualifies as an “elderly/disabled family” and is entitled to admission to an elderly development (subject to elderly only designation, if any).
  - Verify whether the disabling condition is a permanent or temporary condition.
1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the SHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that SHA offers such facilities, if none is already accessible, some<sup>vi</sup> will be made so, subject to the undue financial and administrative burden test.<sup>20</sup>
  2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments<sup>21</sup>. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law documents may be translated into languages other than English<sup>vii</sup>.

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<sup>vi</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to person without disabilities. Thus, not all laundry facilities for use by person with disabilities at each development that provides laundry facilities.

<sup>vii</sup> 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. SHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, SHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand<sup>22</sup>.
4. When SHA has first contact with all applicants, staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include sign language interpretation, having material explained orally by staff (either in person or by phone), large type materials, information on tape, having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials<sup>23</sup>.
5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. SHA is not required to pay the cost associated with having a foreign language interpreter (as they are for a sign language interpreter for the use of the hearing impaired<sup>24</sup> because the Fair Housing law makes no such requirement).
6. At a minimum, SHA will prepare information to be used by applicants and residents in plain-language accessible formats.

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## II. Statement of Approach

### A. Guidelines

The Springfield Housing Authority will use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of family eligibility (Note: The Springfield Housing Authority's staff must process the family based upon regulations/policies in effect at the time of processing)

The Springfield Housing Authority assumes full responsibility for ensuring that the staff is knowledgeable in certification requirements and other HUD regulations determining eligibility for public housing. **In the event of lack of clarity in any statement made by staff, the written procedures contained herein shall prevail over all verbal statements of staff unless accepted by the Executive Director in writing. Further, any policy or procedure contained in this statement of policies, if any, which is inconsistent with HUD regulations shall be superseded by the appropriate HUD regulation.**

The conditions and requirements of the current Springfield Housing Authority lease are incorporated herein by reference and attached hereto as part of the appendix.

### B. Mission Statement

The Springfield Housing Authority is the primary leader in providing quality affordable housing to individuals and families, while encouraging partnerships necessary for residents to develop self-sufficiency and to be productive members of the community.

### C. Non-Discrimination Statement

The Springfield Housing Authority shall not discriminate because of race, color, sex, creed, religion, age, disability, handicap or national origin, familial status, sexual orientation, gender identity, or marital status in the leasing, rental or other disposition of housing or related facilities (including land) included in any developments under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended or in the use of or account of race, color, sex, creed, religion, age, disability/handicap or national origin, deny to any family the opportunity to lease or rent any dwelling in any such housing suitable to its needs.

The Springfield Housing Authority complies with applicable federal, state and local fair housing laws and applicable provision of the American Disability Acts.

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### **III. Eligibility for Admissions and Processing of Applications**

#### **A. Affirmative Marketing**

1. SHA 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 area. The marketing plan will take into consideration the number and distribution of the vacant units, units that can be expected to become vacant because of move-outs and characteristics of families on the waiting list. SHA will review these factors regularly to determine the need for, and scope of, marketing efforts. All marketing efforts will include outreach to those least likely to apply<sup>25</sup>.
2. Marketing and informational materials will:
  - (a) Comply with Fair Housing Act requirements on wording, logo, and size of type, etc.;
  - (b) Describe the housing units, application process, and waiting list;
  - (c) Use clear and easy to understand terms and more than strictly English-language print media;
  - (d) 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;
  - (e) Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
  - (f) Be clear about SHA's responsibility to provide reasonable accommodations to people with disabilities.

#### **B. Qualifying for Admission**

1. It is SHA's policy to admit only qualified applicants<sup>viii</sup>.
2. An applicant is qualified if he or she meets all of the following criteria.
  - (a) Is a family, as defined in Section XII of this policy;

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<sup>viii</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: 24 CFR § 8.3 Definition of qualified individual with a disability. In order to be eligible, a family must meet four test: (1) they must meet SHA's definition of family; (2) have an Annual income at or below program guidelines; (3) each family member, age 6 or older, must provide a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per 24 CFR § 5.500.

- (b) Meets HUD requirements on citizenship or immigration status<sup>26</sup>;
- (c) Has an annual income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in SHA's offices.

Net income for admission shall not exceed the income limits defined by HUD annually (See Appendix D). Income limits change annually. Such limits are provided by HUD and are forwarded to the Springfield Housing Authority. A copy of the current net income limits is available for viewing at the Springfield Housing Authority and may be reviewed upon request.

- (d) Meets HUD requirements on Asset Limitation for New Admissions. The applicant's net family assets shall not exceed \$100,000 (adjusted annually for inflation) and/or the family shall not have a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence [24 CFR 5.618].
- (e) Provides original or certified documentation of Birth Certificates and Social Security numbers for all household members and picture identification for all individuals 18 years of age and older.
- (f) Provides an executed HUD Consent Form (Form HUD-9886). The executed consent form will remain effective until the family is denied assistance, the assistance is terminated or the family provides written notification to the SHA to revoke consent. Families have the right to revoke consent by notice to the SHA; however revoking consent shall result in termination or denial of assistance. The SHA is required to notify the HUD Chicago Field Office when an applicant or participant family member revokes consent.
- (g) Meets the Applicant Selection Criteria in Section III of these policies<sup>28</sup>, including completing a SHA-Approved pre-occupancy orientation session if requested.

### **C. Establishing and Maintaining the Waiting List**

- 1. It is the Policy of SHA to administer its waiting list as required by HUD's regulations.
  - (a) Seven (7) separate site-based waiting lists will be maintained by the Springfield Housing Authority.



- AMP 1 Waiting List
  - AMP 2 Waiting List
  - AMP 3 Waiting List
  - AMP 4 Waiting List (North Park Place)
  - AMP 7 Waiting List (Genesis Place)
  - AMP 9 Waiting List (Villas at Vinegar Hill – IL06P004026) Villas at Vinegar Hill is a mixed-finance development consisting of ninety-two (92) units of affordable housing comprised of seventy-four (74) combined public housing ACC/LIHTC units and eighteen (18) LIHTC units. The 74 ACC/LIHTC units include 55 units whose occupants must be at or below 60% of area median income at the time of initial occupancy, and 19 units whose occupants must be at or below 30% of area median income at the time of initial occupancy, and which 19 units are also subject to the Statewide Referral Network Agreement between the Springfield Housing Authority, the Villas at Vinegar Hill, LP and the Statewide Referral Network. The 74 ACC/LIHTC units are HUD-designated as elderly and will be operated in accordance with the HUD approved Elderly Designation Plan. The 18 LIHTC only units must be occupied by tenants whose incomes are at or below 60% of area median income at the time of initial occupancy, and such units are also governed by the Illinois Housing Development Authority’s Tenant Selection Plan. The Villas is HUD designated as elderly and will be operated in accordance with the HUD approved Elderly Designation Plan. Additional tenant selection requirements specifically pertaining to AMP 9 as required by the Illinois Housing Development Authority financing are included as Addendum to the ACOP entitled Tenant Selection Plan and Statewide Referral Network Agreement.
  - Homeownership Waiting List (AMP 6 and 8)
- (b) The lists will be maintained by date and time of application and the Springfield Housing Authority may create an additional waiting list if changes in the federal regulations require such.
- (c) The Springfield Housing Authority reserves the right to, and may, close any waiting list if and when the average wait for a unit is one year or longer. The community-at-large will be notified of any decision to close the waiting list. The list may be closed by project type or bedroom size.
2. Preference points for applicants:
- (a) Preferences establish the order of applicants on the waiting list. An admissions preference does not guarantee admission. Every applicant must still meet SHA admissions screening criteria before being offered a unit.

- (b) Preferences will be granted to applicants on the waiting list who are otherwise qualified and/or who, at the time of application processing, are verified to meet the definitions of the preferences described in this section. Preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sex, familial status, sexual orientation, marital status or age of any member of an applicant family. **(24 CFR 960.206)**
- (c) If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will be placed back on the waiting list with no preference by original date and time of application and receive a written notice of this determination. The notice will contain a brief statement of the reasons for the determination and indicate that the applicant has the right upon written request within 10 business days to meet with a designee of the SHA for an informal hearing. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against the SHA if he/she believes discrimination contributed to the denial of the preference. **(24 CFR 960.208)**
- (d) If an applicant's preference status changes while on the wait list, the applicant's position on the list will be adjusted to reflect the change. The applicant will retain their original date and time of application.
- (e) Preference points will be awarded to eligible applicants as follows:
- Local Residency Preference (25 points)
  - Working Family Preference (50 points)
  - Elderly Household Preference (50 points)
  - Disabled Family Preference (50 points)
- (f) Definition of Preferences
1. **Local Residency Preference:** Applicant households with a physical residence in Sangamon County Illinois, or in which the head or co-head is employed in Sangamon County at the time their application is submitted. Eligibility for Local Residency Preference must be demonstrated by having a physical residence within the jurisdictional area. This preference will be awarded to any applicant who can demonstrate that they are employed and working within Sangamon County at the time of their application. Physical residence shall be defined as a domicile with a mailing address, other than a post office box, for which the applicant can produce one or more of the following: a lease or a purchase agreement, utility bills showing the claimed residence address, or two pieces of first-class mail addressed to a member of the

applicant household at the claimed address. **(24 CFR 960.206)**  
(25 points)

2. **Working Family Preference:** Applicant household where an adult member is currently, and has continuously been, gainfully employed for at least 12 months prior to the date of the household's application and has worked an average of at least 20 hours per week during that period. Eligibility for this preference will be re-assessed at the time that a housing offer is made as well as on an on-going basis to ensure that preference points are being awarded correctly. Proof of employment must be documented in writing by the employer in order to receive preference. **(24 CFR 960.206)** (50 points)
  3. **Elderly Household Preference:** Applicants where the head of household, spouse or sole member is age 62 or older at the time of application. **(24 CFR 960.206)** (50 points)
  4. **Disabled Family Preference:** Applicants where the head of household, spouse or sole member is a person with disabilities at the time of application. **(24 CFR 960.206)** It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. Proof of disability will be verified by receipt of either Social Security Insurance (SSI) or Social Security Disability (SSD) payments. (50 Points)
3. Opening and closing waiting lists:
- (a) For any unit size or type, if the SHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, SHA may elect to:
    - a. Close the waiting list completely;
    - b. Close the list during certain times of the year; or
    - c. Restrict intake by preference, type of project or by size and type of dwelling<sup>29</sup>.
  - (b) 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 SHA to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intake or open waiting list will be publicly announced.
  - (c) When the waiting list is closed SHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

4. Determining if the waiting list may be closed.

SHA will use its procedure on opening and closing the waiting list to determine whether the waiting list(s) should be closed.

5. Updating the waiting list:

- (a) Once each year, SHA will update each waiting list sub-list by contacting all applicants in writing<sup>x</sup>.
- (b) If, after two attempts in writing<sup>xi</sup>, no response is received SHA will withdraw the name of the applicant from the waiting list.
- (c) At the time of initial intake SHA will advise families that they must notify the SHA when their circumstances, mailing address or phone numbers change.

SHA will remove an applicant's name from the waiting list only in accordance with its procedure on updating the waiting List and removing applications.

6. Change in applicants' circumstances

If any applicant placed on the waiting list changes their status the following shall apply:

If there is a change in the applicant's family composition or housing needs requiring a change in the bedroom size or type of housing for which the applicant is applying, the applicant will be transferred to the appropriate bedroom size list or the type of housing list based upon the original application date and time.

Any change in applicant status regarding eligibility of preference points will be handled under to Part 2, sub-parts (c) and (d), of this section dealing with "Preference Points for Applicants".

Applicants awaiting admission to the Springfield Housing Authority will be removed from the waiting list if:

- Applicant requests that his/her name be removed.
- Failure to accept an offered unit and/or failure to turn in required deposits.

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<sup>x</sup> Or by the method designated at initial application by applicants with disabilities

<sup>xi</sup> Both written communications will be sent by first class mail.

- Applicant was advised in writing of a requirement to inform the Springfield Housing Authority in writing of his/her continued interest in housing assistance by a specific date and failed to do so.
- Applicant was notified in writing of a requirement to update his/her file information and failed to do so by a specific date.
- Authority has attempted reasonable efforts to contact the applicant to determine if there is a continued interest but is unsuccessful.
- Authority notifies the applicant in writing of its intention to remove the applicant's name because the applicant no longer qualifies for public housing residency.
- Applicant failed to respond to an offer of housing notification within the time period indicated in the offer letter.
- The applicant has committed fraud or misrepresented information.
- The applicant failed to meet the tenant selection criteria.

#### **D. Processing Applications for Admission**

SHA will accept and process applications in person in accordance with applicable HUD regulations. The application process is based on a 30-day schedule. If the SHA cannot obtain verifications after two attempts it will be the responsibility of the applicant to obtain data within the 30-day process.

##### **1. Interviews and Verification Process**

As applicants approach the top of the waiting list, they will be contacted to attend an interview to complete their application file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their application withdrawn unless a reasonable accommodation is needed for applicants with disabilities.

- (a) The following items will be verified to determine qualification for admission to SHA's housing:
  - (i) Family composition and type (elderly/disabled/near elderly/non-elderly);
  - (ii) Annual Income;
  - (iii) Assets and Asset Income;
  - (iv) Deductions from Income;
  - (v) Social Security numbers for all family members;
  - (vi) Applicant screening information; and

- a) Rent paying history (24 months)
  - b) Social desirability/ Criminal History
  - c) Housekeeping habits (as applicable)
- (viii) Citizenship or eligible immigration status.
- (b) Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful SHA may also use:
  - (1) phone verifications with the results recorded in the file, dated and signed by SHA staff;
  - (2) review of documents, and if no other form of verification is available; or
  - (3) application certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5 citizens are permitted to certify to their status.
- 2. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on food, transportation, health care, childcare, debts, household items, etc., what the source of income is for these expenses and sign a “Zero Income” certification.
- 3. SHA’s applications for admission to public housing shall indicate for each application the date and time of receipt, applicant’s race and ethnicity and determination by SHA as to eligibility of the applicant; when eligible it shall indicate the unit size(s) for which eligible, preference (if any) and the date, location identification and circumstances of each vacancy offered and whether it was accepted or rejected <sup>30</sup>.
- 4. Reasons for Denial of Housing Assistance:

#### **Automatic Denial of Undesirable Applicants**

Applicants are deemed “undesirable” when they or members of their household commit or have committed acts which seriously endanger the health, safety or welfare of other tenants or are a source of danger to property or the peaceful enjoyment of tenants and/or neighbors; or have established a negative pattern of behavior in terms of responsibility for lease obligations and/or have established a pattern of behavior which may adversely affect the financial stability of the Housing Authority or the development in which the applicant may be placed in as a residence.

Public Housing shall not be available to applicants and/or members of their households who have had any convictions within the six (6) months preceding the

application date. The criminal activity shall include, but not be limited to, any of the following serious misconduct:

- Illegal use, possession, manufacture or sale of a firearm or other weapon or the threat to use an illegal firearm or other weapon.
- Illegal manufacture, sale, distribution, use, possession or possession with the intent to manufacture, sell, distribute or use of a controlled substance, unless such controlled substance was obtained pursuant to a valid prescription issued by a licensed medical practitioner.
- Sexual molestation, rape, debauchery of a minor, indecent exposure, prostitution, child pornography, sexual or physical abuse, neglect, child abandonment and other similar or related serious crimes.
- Arson.
- Denied for life – If any family member has been convicted of manufacturing methamphetamine on the premises of federally assisted housing.
- Denied for life – Applicant who has lifetime registration under any sex offender registration program.

#### **Other Reasons for Denial of Housing Assistance**

There shall be a presumption that an applicant's involvement (previous and/or current) in any of the serious misconduct listed below constitutes a serious danger to the health, safety and welfare of residents or employees of the Springfield Housing Authority and may constitute sufficient reasons for denial of admission if conviction occurred within the six months preceding the application date:

- Applicants whose background includes a history of arrest and/or convictions of battery and/or assault of any type against a person or persons;
- Applicants who have a history of anti-social behavior and/or conduct involving petty crimes and/or a demonstrated pattern of negative activity;
- Applicants who are confirmed alcoholics based upon reports from a probation officer, law enforcement agency, health agency, hospital or family indicating that the individual is currently/recently addicted to a controlled substance, illegal drug or alcohol and that such addiction is the cause of disruptive or criminal behavior.

#### **EXCEPTION:**

In cases where an alcoholic and/or drug addict is undergoing treatment by a professional agency, upon discharge from the institution, the applicant may not be considered ineligible if the applicant provides proof of participation and successful completion of rehabilitation program with evidence of one-year sobriety.

- Applicants, members of their households and/or guest or other invitee who engage in criminal or negative activities;
- Applicants who come to the admission's office who appear to be under the influence of an intoxicant or drugs.
- Applicants who act in a violent disruptive and/or otherwise inappropriate manner towards any Housing Authority Staff member;
- Applicants who have demonstrated a pattern of behavior which endangers the health, safety and welfare of other persons by threats or acts of physical violence, gross negligence or irresponsibility;
- Applicants who have exhibited a pattern of failure to take proper care of Public Housing Authority or other property, and/or who have exhibited a pattern of poor housekeeping which is a danger to the health, safety and/or welfare of residents/tenants and or neighbors;
- Applicants who have failed to honor or satisfy rightful indebtedness of financial matters with a previous landlord, Springfield Housing Authority, or other PHA;
- Applicants who have willfully misrepresented and/or committed fraud in the application or continued occupancy of public housing or otherwise;
- Represents a danger to other applicants, other tenants and/or Springfield Housing Authority staff;
- Applicants who do not evidence the ability to satisfy the basic terms and conditions of tenancy with or without some form of reasonable accommodation;
- Applicants who have abandoned a public housing unit without providing prior notification to management so that the dwelling unit could be secured and protected from vandalism or other damage;
- Applicants who have a history of anti-social behavior as a former resident or guest on public housing property;



- Applicants who have a history of fraud in regard to participation in any federal, state or local program;
- Applicants who are evicted as a former resident of Springfield Housing Authority or any other public housing authority or a private sector may re-apply 5 years after the date of eviction.
- Any family or person may be denied admission to any Springfield Housing Authority program if such admission would prove detrimental to the development or its residents or impose a **direct threat** to the safety, health and welfare of the residents, neighbors and/or Springfield Housing Authority staff.

*Direct threat* is defined as a significant risk to the health or safety of others, which cannot be eliminated or substantially reduced by a modification of policies, practices. Applicants denied under the above categories will have the opportunity to request a hearing (see Grievance Policy).

If you otherwise qualify for assistance, you cannot be denied admission or denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **E. Screening Applicants for Admission**

1. All applicants shall be screened in accordance with HUD's regulations<sup>34</sup> and sound management practices. During screening, SHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
  - (a) To pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;
  - (b) To care for and avoid damaging the unit and common areas;
  - (c) To use facilities and equipment in a reasonable way;
  - (d) Not to create health or safety hazards, and to report maintenance needs;
  - (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity, including the use of marijuana medically prescribed and/or recreational; and

- (g) To comply with necessary and reasonable rules and program requirements of HUD and the SHA.
2. How SHA will check ability to comply with essential lease requirements:
- (a) Applicant ability and willingness to comply with the essential lease requirements will check and documented in accordance with SHA's procedure on applicant screening. Applicant screening shall assess the conduct of the applicant and other family members listed on the application in present and prior housing.
  - (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
    - i. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare<sup>35</sup>;
    - ii. Adversely affect the physical environment of financial stability of the project<sup>36</sup>;
    - iii. Violate the terms and conditions of the lease<sup>37</sup>;
    - iv. Require services from SHA staff that would alter the fundamental nature of SHA's program<sup>38</sup>.
  - (c) SHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subjected to third party verification<sup>39</sup>.
  - (d) SHA will complete a rental history check on all applicants.

Landlord History – A review of the previous and/or current landlord references determine the applicant's social history, rent paying habits, housekeeping abilities, and general compliance with dwelling lease provisions with no unpaid balances evident.

- i. Good rent paying records with past and present landlord (s) for 24 months.
- ii. No indebtedness to any public housing agency.
- iii. No record of disturbances, destruction of property or poor housekeeping habits.
- iv. Have not breached a repayment agreement or been evicted from a Public Housing Dwelling.

- v. Payment of funds owed to SHA or any other housing authority is part of the screening evaluation. SHA will reject an applicant for unpaid balances owed PHA by the applicant for any program that SHA operates<sup>40</sup>.
- vi. SHA will complete a criminal background check on all adult applicants (18 years and older) or any member for whom criminal records are available<sup>41</sup>.

**Social Desirability** – A review of criminal history reports and other information of all applicants including, but not limited to, information provided by the Springfield Police Department, Springfield Housing Authority’s Security Department and/or any other law enforcement agency, background check companies/consumer reporting agency, landlord and social service organizations.

In accordance with Illinois Public Act 101-0659 that amended the Housing Authorities Act in 2021, the SHA shall use the following process when evaluating the criminal history report of an applicant or other household member to determine whether to rent or lease to the applicant:

- (1) Unless required by federal law, the SHA shall not consider the following information when determining whether to rent or lease to an applicant for housing:
  - (a) an arrest or detention;
  - (b) criminal charges or indictments, and the nature of any disposition arising therefrom, that do not result in a conviction;
  - (c) a conviction that has been vacated, ordered, expunged, sealed or impounded by a court;
  - (d) matters under the jurisdiction of the Illinois Juvenile Court;
  - (e) the amount of time since the applicant or other household member completed his/her sentence in prison or jail or was released from prison or jail; or
  - (f) convictions occurring more than 180 days prior to the date the applicant submitted his/her application for housing.

Prior to denying an applicant’s application due to criminal history, the SHA shall provide the opportunity for an individual assessment. The applicant shall be provided with a clear, written pre-adverse notice that:

- (a) explains why the SHA has determined that the criminal history report it obtained requires further review, including

- detailed information on whether the need for further review is based upon federal law or on the SHA's determination that the criminal history record of the applicant or other household member indicates a risk to the health, safety or peaceful enjoyment of housing for other residents;
- (b) identifies the specific conviction(s) upon which the SHA relied upon when making its decision to deny the applicant's housing application;
  - (c) explains that the applicant has a right to an individualized criminal records assessment hearing regarding the SHA's decision to deny the applicant's housing application;
  - (d) provides clear instructions on what to expect during the individualized criminal records assessment hearing;
  - (e) explains that if the applicant chooses not to participate in an individualized criminal records assessment hearing, the applicant's application will be denied; and
  - (f) provides a copy of the criminal history report the SHA used to make its determination.
- (2) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, including the use of marijuana medically prescribed and/or recreational; the SHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
- (3) SHA will complete a home visit on all applicants prior to moving into a Homeownership unit to determine if the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.

Housekeeping criteria to be checked shall include, but not be limited to:

- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entranceways, halls and yard (if applicable);
- Cleanliness in each room and general care of appliances, fixtures, windows, doors and cabinets.
- Evidence of infestation, including bed bugs, roaches and other pests.

Other SHA lease compliance criteria will also be checked, such as:

- Evidence of destruction of property;
- Unauthorized occupants;
- Evidence of criminal activity; and
- Conditions inconsistent with application information.

All applicants shall have at least two days' advance written notice of home visits.

- a. All applicants will be asked to attend and complete SHA's Pre-Occupancy Orientation.
- b. SHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':
- c. Past performance in meeting financial obligations, especially rent and utility bills<sup>42</sup>.
- d. Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors<sup>43</sup>.
- e. History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety or welfare of other residents or staff or cause damage to the unit or development in accordance with Illinois Public Act 101-0659.
  - SHA 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;
  - SHA may, if a statute requires that the SHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time so long as it is not in conflict with State or Federal law.
- f. A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

- g. An applicant's ability and willingness to comply with the terms of SHA's lease<sup>45</sup>.
- h. The SHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members, including the use of marijuana medically prescribed and/or recreational;
- i. The SHA shall reject the application of any applicant for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the SHA may admit the household if the SHA determines that<sup>46</sup>:
  - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the SHA, or
  - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- j. The SHA is **required** to reject the application of a household if the SHA determines that:
  - Any household member is currently engaging in illegal use of drugs<sup>xv</sup>;
  - Any household member is currently engaging in the use of marijuana medically prescribed and/or recreational;
  - The SHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug, including the use of marijuana medically prescribed and/or recreational, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises by any federally assisted housing;
  - Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or

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<sup>xv</sup> For purpose of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current.

- Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the other residents<sup>xvi</sup>.
  - k. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent would result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
  - l. Applicants must be able to demonstrate the ability and willingness to comply with the terms of SHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.<sup>xvii</sup> Availability of assistance is subject to verification by SHA<sup>47</sup>.
3. Screening applicants who claim mitigating circumstances
- (a) If negative information is received about an applicant, SHA shall consider the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered mitigating circumstances must be verifiable<sup>48</sup>.
  - (b) Mitigating Circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified indicate: (1) the reason for the unsuitable rental history and/ or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and (3) applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
  - (c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, SHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. SHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

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<sup>xvi</sup> SHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

<sup>xvii</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for SHA to determine whether or not they are able and willing to comply with lease terms (e.g., because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

- (d) Examples of mitigating circumstances might include<sup>49</sup>:
- Evidence of successful rehabilitation;
  - Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. SHA will consider such circumstances in light of:
- The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
  - The applicant's overall performance with respect to all the screening requirements; and
  - The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.
4. Qualified and Unqualified Applicants:
- (a) Verified information will be analyzed and a determination made with respect to:
- Eligibility of the applicant as a family<sup>50</sup>;
  - Eligibility of the applicant with respect to income limits for admission<sup>51</sup>;
  - Eligibility of the applicant with respect to citizenship or immigration status<sup>52</sup>;
  - Unit size required for and selected by the family;
  - Preference category (if any) to which is entitled<sup>53</sup>; and
  - Qualification of the applicant with respect to the Selection Criteria<sup>54</sup>.
- (b) Qualified families will be notified by SHA of the approximate date of admission insofar as that date can be determined<sup>55</sup>; however, the date stated by SHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- (c) Unqualified applicants will be promptly notified by written notice from SHA stating the basis for such determination and offering an opportunity for an informal hearing. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process<sup>56</sup>.



For all eligibility denials **except** criminal history, a request for an Informal Hearing must be submitted in writing within five (5) business days of the receipt of the “Notice of Public Housing Denial” letter. The Authority shall notify the ineligible applicant of the time and date of the hearing. The hearing is to be conducted by an impartial Review Officer who will be a staff member appointed by the Executive Director who had no part in the ineligibility determination. The Review Officer will make a determination on the merits of the evidence presented. Within five (5) business days a written decision will be mailed to the applicant and one copy will be retained in the applicant’s file. If the ineligibility determination is overturned, and the family otherwise meets eligibility criteria, the family will be returned to the waiting list with their original date and time of application. If the decision is upheld the family will be denied housing and withdrawn from the waiting list.

For any criminal history denial, the applicant has a right to an individualized criminal records assessment hearing. A request for an individualized criminal records assessment hearing must be submitted in writing within five (5) business days of the receipt of the Notice of Public Housing Pre-Adverse Action Letter. The individualized criminal records assessment hearing shall allow the applicant or other household member to:

- contest the accuracy of the criminal history record;
- contest the relevance of the criminal history record to the SHA’s decision to deny the applicant’s application for housing; and
- provide mitigating evidence concerning the applicant’s or other household member’s criminal conviction or evidence of rehabilitation.

The Authority shall notify the ineligible applicant of the time and date of the individualized criminal records assessment hearing. The hearing is to be conducted by an impartial Review Officer who will be a staff member appointed by the Executive Director who had no part in the ineligibility determination. The Review Officer will make a determination on the merits of the evidence presented. Within five (5) business days a written decision will be mailed to the applicant and one copy will be retained in the applicant’s file. If the ineligibility determination is overturned, and the family otherwise meets eligibility criteria, the family will be returned to the waiting list with their original date and time of application. If the decision is upheld the family will be denied housing and withdrawn from the waiting list.

The SHA shall not rent or lease to any other eligible applicant the available housing unit that is the subject of the applicant’s individualized criminal records assessment hearing until after the SHA has issued a final ruling.

- (d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

5. Additional Criteria

In addition to the above, specific projects have additional criteria as further identified.

**F. Homeownership Development Eligibility Requirements**

Applicants must meet the following additional requirements to be considered for the Homeownership Developments.

**MADISON PARK PLACE (AMP 6) HOMEOWNERSHIP**

Applicant must meet the following additional requirements:

- 12 months of consistent employment.
- Household income between \$24,000.00 and \$68,000.00.
- Able to obtain mortgage loan within 3 years (established through a credit report).

Failure to meet this requirement will result in transfer to a comparable public housing unit.

**GENESIS PLACE (AMP 8) HOMEOWNERSHIP**

Applicant must meet the following additional requirements:

- 12 months of consistent employment.
- Household income between \$31,095 and \$55,280.00.
- Able to obtain mortgage loan within 3 years (established through a credit report).

Failure to meet this requirement will result in transfer to comparable public housing unit.

**G. Occupancy Guidelines**

1. Units shall be occupied by families based upon the size chart below. This policy maintains the usefulness of the units while preserving them from excessive wear and tear and under-utilization.

**Minimum and Maximum Number-of-Persons Per Unit Standard**

<b>Number of Bedrooms</b>	<b>Min Persons/Unit (Largest Unit Size)</b>	<b>Max Persons/Unit (Smallest Unit Size)</b>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

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

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom.
  - (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - (c) Two children of the opposite sex will not be required to share a bedroom.
  - (d) An unborn child is counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.
  - (e) SHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care or is away at school.
  - (f) A single head of household parent may be required to share a bedroom with his/her child, who is under 2 years of age.
  - (g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants may be assigned one- or two-bedroom units.
2. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or

- higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.
3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition, except in an “over housed” scenario.
  4. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sub list where they wish to receive a unit offer. Based on the family’s choice they will be placed on the appropriate waiting sub list by unit size.
  5. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.
  6. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sub listed, they will be moved to the appropriate sub list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
  7. The SHA shall change the family’s sub list at any time while the family is on the waiting list at the family’s request.

## **IV. Tenant Selection and Assignment Plan**

### **A. Organizing the Waiting List**

#### **1. Site-Based Waiting List**

The SHA has elected to operate Site-based Waiting Lists and application for such lists is a part of the SHA's Annual Plan.

- All current applications for units of the size and type offered at developments with Site-based Waiting Lists are given an opportunity to list all developments where they would accept a unit offer or to opt for the "first available" unit offer.
- Thereafter new applicants have the same opportunity to select all developments or "first available" unit offer.
- Although applicants have an opportunity to select the sites where they wish to receive offers, the waiting list and unit offers will continue to be administered centrally.

### **B. Natural Disaster Assistance Policy (Board Approved 9/06)**

Families affected by officially declared natural disasters will receive housing preference over other waiting list placeholders.

SHA shall offer conventional public housing assistance for up to six (6) months to income-eligible individuals and families displaced by natural disasters as declared by Federal, State and/or local officials.

- Documents traditionally required by leasing staff for the processing of applications (driver's license, social security cards, birth records, etc.) may be provided by individuals/families as soon as possible during the initial six-month stay in a SHA property if the individuals/families cannot provide the information at the time of application.
- All family members eighteen (18) years of age and older must complete and pass a criminal background check in accordance with Springfield Housing Authority Admissions and Continued Occupancy Policy (ACOP) and the Housing Choice Voucher Program Administrative Plan.
- Individuals shall be responsible for moving and all related costs, including but not limited to the transfer of telephone, cable, garbage and/or utility services. If individuals/families are relocated to a SHA family development, they must be able to obtain utility services in their name.

- Upon the completion of a six-month stay in SHA conventional public housing, displaced individuals and families will be offered the opportunity to stay in SHA housing for the remaining six (6) months of a twelve-month lease if it is determined that they are income eligible. Rent shall be determined by standard calculation procedures as defined in the SHA ACOP or Housing Choice Voucher Program Administrative Plan. A security deposit will be required.
- Individuals/families will not be penalized for terminating the SHA lease agreement within the first twelve (12) months of participation in a Springfield Housing Authority housing program.

### C. Making Unit Offers to Applicants

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, marital status, age or familial status is time and date will be used to make unit offers.
  - The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
  - The applicant must accept the vacancy offered or be moved to the bottom of waiting list.
  - Applicants will be removed from the waiting list because they **refuse three unit offers** without good cause.
2. SHA will first match the unit available to the first applicant based on time and date for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). If two applicants need the same type and size of unit, the applicant with earlier date and time of application or lower application number will receive the earliest offer.
3. In the selection of a family for a unit with accessible features, SHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g., a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the SHA will make and offer to an applicant who does not qualify for a ranking preference. Certain types of transfers will also be processed with new admissions.
5. The applicant must accept the vacancy offered within twenty-four (24) hours of the date/time the offer is communicated or be removed from the waiting list. A letter will confirm all offers made over the phone. For applicants that may not be

contacted via telephone, or in person, the SHA will offer a unit in writing and allow the applicant twenty-four (24) hours to accept the unit.

6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. “Ready for move-in” means the unit has no Uniform Physical Condition Standard deficiencies and is broom clean. If two units are ready for move-in on the same day the first unit to be offered will be the unit that became vacant first.

#### **D. Removing Applicant Names from the Waiting List**

To ensure vacant units are filled in a timely manner SHA needs a waiting list that is accurate. While each applicant must keep SHA apprised of changes in address, phone number, income or other circumstances no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>xix</sup>; or
4. The application is withdrawn because the SHA 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:
  - The applicant will be sent a letter by first class mail to the applicant’s last known address, asking the applicant to contact SHA.
  - If an applicant contacts SHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When SHA is unable to contact an applicant by first class mail to schedule a meeting or interview, or to make an offer, SHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended applicants next in sequence will be processed.
5. Persons who fail to respond to SHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodations.

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<sup>xix</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

In such circumstances SHA shall reinstate these individuals to their former waiting list positions.

6. Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open.

### **E. Good Cause for Applicant Refusal of Unit Offer**

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion, sexual orientation, gender identity, marital status, familial status, disability, age or national origin the applicant will not be dropped to the bottom of the list.

Good Cause should be documented and will allow for a 30-day extension with the Managers approval. The Asset Manager may grant an additional 15 days.

1. Examples of “good cause” for refusal of an offer of housing are:
  - The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Uniform Physical Condition Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
  - Inaccessibility to source of employment, education, job training, children’s day care or educational programs for children with disabilities<sup>xxi</sup>; so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
  - The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The SHA may require specific and compelling documentation such as restraining orders, other court orders or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. (Refusals due to location alone do not qualify for this good cause exemption);
  - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

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<sup>xxi</sup> If the applicant has a child participating in such a program.



- The unit has lead based paint and the family has children under the age of seven;
  - The unit is inappropriate for the applicant's disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
  - The SHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.
2. If good cause is verified, the refusal of the offer shall not require that the applicant be moved to the bottom of the waiting list or otherwise affect the family's position on the waiting list.
  3. SHA will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or refusal including the reason for the refusal.

#### **F. Leasing Accessible Units**

1. Before offering a vacant accessible unit to a non-disabled applicant SHA will offer such units:
  - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, SHA will require the applicant to agree to move to an available non-accessible unit within 10 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

#### **G. Administering the Applicant and Transfer Waiting Lists**

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development.

**H. Transfers**

SHA has three possible types of transfers: Emergency, SHA Required and Resident Requested. The definition of each type of transfer is found in Section VI, Transfer Policy.

1. Emergency and/or SHA Required transfers will take priority over admissions.
2. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in Section E above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list.
4. Tenants may use the SHA Grievance Procedure if they are refused the right to transfer or if SHA is requiring them to transfer and they do not want to do so.

## V. Leasing Policies

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations<sup>57</sup>.
2. The lease shall be signed by the Head of Household, spouse, and all other adult members of the household and by the Asset Manager or other authorized representative of SHA, prior to actual admission<sup>58</sup>.
3. If a resident transfers from one SHA unit to another, a new lease will be executed for the dwelling in which the family moves<sup>59</sup>.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision 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 rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Asset Manager or other authorized representative of SHA<sup>60</sup>

5. Resident must advise SHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for SHA to contact the resident in an emergency. Failure to advise SHA of an extended absence is grounds for termination of the lease.

### B. Showing Units Prior to Leasing

1. When offering units, SHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the applicant preliminarily accepts the offer of a unit, the manager of the property will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the Asset Manager or other authorized representative of SHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained for the applicant. The form is then sent to the Manager for a "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy<sup>61</sup>.

**C. Additions to the Household**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit<sup>62</sup>.
  - Except for natural births to, or adoptions by, family members or court awarded custody any family seeking to add a new member must request approval in writing before the new member moves in.
  - Also included would be situations in which a person, often a relative, comes to the unit as a visitor but stays on in the unit because the tenant needs support, for example, after a medical procedure<sup>63</sup>.
  - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the lease SHA will conduct pre-admission screening of any proposed new adult member to determine whether the SHA will grant such approval.

Children under the age below which Juvenile Justice records are made available (18 years of age) or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from SHA to add children other than those born to, adopted by or awarded by the court to the family.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:
  - Resident plans to be married and requests to add the new spouse to the lease;
  - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
  - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.
4. Residents who fail to notify SHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without SHA approval will be considered unauthorized occupants and the entire household will be subject to eviction<sup>64</sup>.

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on SHA premises that would be a lease violation.
  - Visits of less than three days need not be reported to or approved by the Manager.
  - Visits of more than three and less than ten days are permitted, provided they are reported to, and authorized by, the Asset Manager within 72 hours.
  - Visits of more than 10 days every six (6) months shall be authorized only by the Asset Manager with advance documentation of extenuating circumstances.
  - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of lease.
6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease<sup>65</sup>.
7. Residents will not be given permission to allow a former resident of SHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
8. Family members over age 18 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease<sup>66</sup>.
  - The resident shall report the move-out within 30 calendar days of its occurrence.
  - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting lists.
  - Medical hardship, or other extenuating circumstances shall be considered by SHA in making determinations under this paragraph.
9. The resident may request to add a live-in aid to their lease if their presence is needed due to a disability. Verification from a third party medical professional documenting that the resident would benefit from the presence of a live-in aid is required.

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## VI. Transfer Policy

### A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, disability, sexual orientation, gender identity, marital status or familial status. Residents can be transferred to accommodate a disability<sup>67</sup>.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident, other undesirable conditions as determined by the Executive Director or designee, or the resident meets VAWA provisions
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for Emergency Transfers and SHA Required Transfers or the removal of the household from the transfer list for Transfers Requested by Residents.

### B. Types of Transfers

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

Emergency Transfers. This part describes emergency transfers, emergency transfer procedures and payment of transfer costs. (10 preference points)

SHA Required Transfers. This part describes types of transfers that may be required by SHA, notice requirements and payment of transfer costs. (5 preference points)

Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs and handling of transfer costs.

SHA may require the tenant to move from the unit under some circumstances.

The tenant may also request a transfer, such as a request for a new unit for reasonable accommodation.

SHA must have specific policies in place to deal with acceptable transfer requests.

The order in which families are transferred shall be subjected to the hierarchy by category set forth below.

## C. Emergency Transfers

### 1. General Emergency Transfers

HUD categorizes certain actions as emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by the housing authority. Approved Emergency Transfer applications will be awarded ten (10) points on the transfer waiting list.

1. In the case of a genuine emergency, it may be unlikely that SHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, SHA may assist in finding alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return the unit or transfer to another unit, is reached.
2. If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants SHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time (24 CFR 966.4(h)).
3. The following example is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, (Resident purchased utilities that have been shut off due to do non-payment are not cause for transfer.) toxic contamination and serious water leaks.
4. If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, SHA may assist with temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, SHA will transfer the resident to the first available and appropriate unit after the temporary relocation. **Emergency transfers are mandatory for the resident.**
5. SHA will bear the reasonable cost of long-term transfers, if any, due to emergency conditions. **(This must be approved by the Deputy Director or designee.)**



6. SHA will establish a moving allowance based on typical costs in the community of packing, moving and unloading. To establish typical costs SHA will collect information from companies in the community that provide these services. **SHA will reimburse the family for eligible out-of-pocket moving expenses up to SHA's established moving allowance or may contract with a moving company to move the family at SHA's expense.**

## 2. VAWA Emergency Transfers

SHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), SHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of SHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SHA has another dwelling unit that is available and is safe to offer the tenant for occupancy.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L is eligible for an emergency transfer if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in the same unit; or
- The tenant is a victim of sexual assault and the assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

Tenants who are not in good standing with SHA may still request an emergency transfer if they meet the eligibility requirements in this section.

To request an emergency transfer, the tenant shall notify SHA and submit a written request for a transfer to the Occupancy Specialist, Management Associate, or Asset Manager. SHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Public Housing; or
- A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

SHA may require the tenant to provide documentation to “certify that they are or have been a victim of domestic violence, dating violence, sexual assault, or staling. Such request from SHA must be in writing, and SHA must give the tenant 14 business days from the day the tenant received the request to provide the documentation. SHA may, but is not required to, extend the deadline for the submission of documentation upon your request.

### **Confidentiality**

SHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the Public Housing program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See Appendix D, Notice of Occupancy Rights under the Violence Against Women Act for All Tenants, for more information about SHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Timing and Availability**

SHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, SHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, SHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking, that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

#### **D. SHA Required Transfers**

The types of transfers that may be required by SHA include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization or rehabilitation and emergency transfers as discussed above. **Transfers required by SHA are mandatory for the resident with the exception of Medical Transfers.** Approved Required Transfer applications will be awarded five (5) points on the transfer waiting list.

##### **Transfers to Make an Accessible Unit Available**

1. When a family is initially given an accessible unit, but does not require the accessible features, SHA may require the family to agree to a move to a non-accessible unit when it becomes available (24 CFR 8.27 (b)).
2. When a non-accessible unit becomes available SHA will transfer a family living in an accessible unit that does not require the accessible features to an available unit that is not accessible. SHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

##### **Occupancy Standards Transfers**

SHA may require a resident to move when a reexamination indicates that there has been a change in family composition and the family is either over-housed or under-housed according to SHA policy. On some occasions SHA may initially place a resident in an appropriately sized unit at lease up, where the family is over-housed, to prevent vacancies.

1. SHA will transfer a family when the family size has changed and the family is now too large (under-housed) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy under-housed and over-housed are defined as follows:

- Under-Housed: The number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides.

- Over-Housed: The family no longer qualifies for the bedroom size in which they are living based on SHA's occupancy standards.
2. SHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on SHA occupancy standards, when SHA determines there is a need for a transfer.
  3. SHA may elect not to transfer an over-housed family in order to prevent vacancies.
  4. A family that is required to move because of family size will be notified by SHA that a transfer is necessary and that the family has been placed on the transfer waiting list.
  5. Families that request and are granted an exception to the occupancy standards (for either a larger or smaller unit size) in accordance with the policies will only be required to transfer if it is necessary to comply with the approved exception.

### **Demolition, Disposition, Revitalization or Rehabilitation Transfers**

These transfers permit SHA to demolish, sell or do major capital or rehabilitation work at a building site.

1. SHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant or the unit is being disposed of or demolished. SHA's relocation plan may or may not require transferring affected families to other available public housing units.
2. If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer waiting list.

### **Medical Transfers**

Medical Transfers include transfers to alleviate verified medical problems of a serious (but not life-threatening) nature; or permit a family that requires a unit with accessible features to occupy such a unit.

1. Requests for these transfers will be made to the Asset Manager. The Resident shall provide the necessary documentation to substantiate the need for transfers. Transfers may also be initiated by SHA (e.g., moving a person with mobility impairments to a unit with accessible features).

### **E. Transfers Requested by Tenants**

HUD provides SHA with discretion to consider transfer requests from tenants. The only requests that SHA is required to consider are requests for reasonable accommodation.

All other transfer requests are at the discretion of SHA. To avoid administrative costs and burdens this limits the types of requests that will be considered by SHA. Zero (0) points will be awarded for transfers requested by the resident.

1. The types of requests for transfers that SHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to different unit size as long as the family qualifies for the unit according to SHA occupancy standards. No other transfer requests will be considered by SHA.
2. Transfers requested by the tenant are considered optional for the tenant.

**F. Transfer Processing**

1. A centralized transfer waiting list will be administered by the Occupancy Department. Occupancy Specialists submit tenant's request for transfer, including necessary documentation, to the Asset Manager.

Transfers will be sorted into their appropriate categories by the Asset Managers. Admissions will be made in the following order:

- VAWA Emergency transfers
- Emergency transfers
- Transfers to make accessible units available
- Medical Transfers
- Demolition, Renovation, etc.
- Occupancy Standards
- Other SHA-Required Transfers
- Other Tenant-Requested Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the Asset Manager.

2. Administrative transfers to correct occupancy standards may be recommended at time of re-examination or interim re-determination.

3. Residents in Administrative over/under housed status will be advised in their 30-day notice of result of re-examination that a transfer is recommended and that the family has been placed on the transfer list.
4. When a head of household, originally housed in a bedroom by him/herself, has or adopts a child the family will not be approved for an Administrative transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or a family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
5. Split-family transfers will be processed as Administrative transfers.
  - Families that split into 2 “new” households may be transferred to two different units or
  - A portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability.
  - Such transfers will be made in a manner that minimizes the impact on vacant units.

**G. Good Record Requirement for Transfers**

1. In general, in all cases of resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
  - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - Do not owe back rent or other charges, or evidence a pattern of late payment;
  - Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - Do not have record of non-compliance to lease articles in their existing file.
2. In addition, all residents requesting transfer must be able to get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

3. Exceptions to the good record requirements may be made for emergency transfers or when it is to the SHA's advantage<sup>xxv</sup> to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the manager.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed the resident will not be transferred until a payment plan is established or, if prior payments plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **H. Paying for Transfers**

1. Residents shall bear the cost of requested transfers. However, where there is a hardship due to health, disability or other factors the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by the SHA. Transfers requested or required by SHA and all transfers for reasonable accommodations will be paid for or made by SHA.

#### **I. Good Cause for Unit Refusal**

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

1. Inaccessibility to source of employment, education or job training, children's day care or an educational program for children with disabilities so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program or take a child out of daycare or an educational program for children with disabilities.
2. The family demonstrates to SHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders or risk assessments related to witness protection from law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
3. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in-aide necessary to the care of the principal household member.

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<sup>xxv</sup> e.g., a single person living alone in a three-bedroom unit and does not want to move.

4. The unit is inappropriate for the applicant's disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
5. The unit has lead-based paint and the family includes children under the age of six.

SHA will require documentation of good cause for unit refusals.

Residents who refuse an emergency transfer or required transfer unit without providing good cause will be served with a thirty (30) day notice to quit and will be evicted from the public housing program. Residents who refuse a tenant requested transfer unit without providing good cause will be removed from the transfer waiting list.

#### **J. Adverse Action**

A SHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe SHA may not take action on the transfer until the conclusion of the grievance process.



## **VII. Eligibility for Continued Occupancy, Annual Re-examinations and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy<sup>xxvi</sup>.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Where everyone in the household has a Social Security number and/or who meet HUD standards on citizenship or immigration status.
4. Where everyone in the household, 18 years of age and older, provides an executed HUD Consent Form (Form HUD-9886). The executed consent form will remain effective until the family's assistance is terminated or the family provides written notification to the SHA to revoke consent. Families have the right to revoke consent by notice to the SHA; however revoking consent shall result in termination. The SHA is required to notify the HUD Chicago Field Office when an applicant or participant family member revokes consent.
5. Who are in compliance with the SHA's 8 hour per month community service requirements, as applicable.<sup>xxvii</sup>

### **B. Remaining Family Members and Prior Debt**

1. Remaining family members aged 18 years or older will be held responsible for arrearages incurred by the former head or spouse. SHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before remaining member attained age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Re-examinations**

1. Regular re-examinations: SHA shall, at least once a year, re-examine the family composition and incomes of all resident families, including residents paying flat rent.

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<sup>xxvi</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.

<sup>xxvii</sup> Applicable to certain adults who are neither elder, disabled, working nor participating in qualifying educational or job training programs.

2. Special Re-examinations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonable accurate estimate of income can be made.
3. Special re-examinations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of the leaseholder.
4. New Re-examination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for their next regular re-examination shall be permanently adjusted to be 12 months following the date that the income disallowance began.
5. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined quarterly (every ninety (90) days) until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
6. Enterprise Income Verification (EIV)

EIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income verification in computerized form for a large number of individuals.

- a. SHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family provided documents dated within the last 60 days of the SHA interview date.
- b. The SHA will follow “HUD Guidelines for Projecting Annual Income when EIV data is available” in handling differences between EIV and family provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.
  - (i) No substantial difference. If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the SHA will follow these guidelines:

If the EIV figure is less than the family’s figure, the SHA will use the family’s information.

If the EIV figure is more than the family's figure, the SHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (i.e., reduction in work hours). Upon receipt of acceptable family provided documentation of a change in circumstances, the SHA will use the family provided information.

- (ii) Substantial difference. If EIV information for a particular income source differs from the information provided by the family by \$200 or more per month, the PHA will follow these guidelines:

The SHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

When the SHA cannot readily anticipate income (i.e., seasonal employment, unstable working hours, etc.), the SHA will review historical income data for patterns of employment, paid benefits and receipt of other income.

The SHA will analyze all EIV, third-party and family-provided data and attempt to resolve the income discrepancy.

The SHA will use the most current verified income data and if appropriate, historical income data to calculate anticipated annual income.

- c. For interim adjustments to decrease rent, the SHA shall review the EIV New Hires Report at least quarterly, for the remainder of the reexamination period.
7. Re-examination Procedures:
- a. At the time of re-examination all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
  - b. Income, allowances, Social Security numbers and such other data as is deemed necessary will be verified and all verified findings will be filed in the resident's folder. The SHA will not accept Safe Harbor income determinations for household income determinations made within the previous twelve (12) month period for means tested forms of Federal public assistance inclusive of, but not limited to: The Temporary Assistance for Needy Families, Medicaid, The Supplemental Nutrition Assistance Program, The Earned Income Tax Credit, The Low-Income Housing Tax Credit, the Special Supplemental Nutrition for Women, Infants and Children, etc.

- c. Verified Information will be analyzed, and a determination made with respect to:
    - (i) Eligibility of the resident as a family or as the remaining member of a family;
    - (ii) Unit size required for the family (using the occupancy guidelines); and;
    - (iii) Rent the family should pay.
  - d. Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.<sup>71</sup>
  - e. Families failing to respond to the initial re-examination appointment will be issued a second appointment within the same month. Failure to respond to the second request will result in the family being sent a final notice of lease violation and referred to the Asset Manager for termination of the lease if the family does not comply with the final notice.<sup>72</sup>
8. Action Following Re-examinations:
- a. If there is any change in rent the lease will be amended, a new lease will be executed or a Notice of Rent Adjustment will be issued.<sup>73</sup>
  - b. If any change in the unit size is required the resident will be placed on a transfer list in accordance with the transfer criteria described in Section VI, Transfer Policy, and moved to an appropriate unit when one becomes available.

#### **D. Families Exceeding Income Limits**

Families participating in the public housing program must not have incomes that exceed the over-income limit for more than thirty-six (36) consecutive months. This provision applies to all families in the public housing program, including Family Self-Sufficiency families and all families receiving Earned Income Disallowance (EID) [24 CFR 960.102]. As a Move to Work designated housing authority, the SHA elects to employ waiver #13 Public Housing as an Incentive for Economic Progress and by extending the period for which a household can be over income while remaining in a subsidized public housing unit with their subsidy as an incentive for the economic progress and the eventual self-sufficiency of the household.

1. Determination of Over-Income

The over-income limit is determined by multiplying the applicable income limit for a very-low income family (issued annually by HUD) by a factor of 2.4.

2. Notifying Over-Income Families

If the SHA has determined that a family has exceeded the over-income limit through the reexamination process (annual or interim), the SHA will provide written notice to the family of the over-income determination(s) as follows:

**1<sup>st</sup> Notice**

No later than thirty (30) days after the SHA's determination that the family's income has exceeded the over income limit pursuant to an annual reexamination or an interim reexamination, the SHA will provide written notice including the following information:

- That the family has exceeded the over-income limit; and
- That continuing to exceed the over-income limit for a total of thirty-six (36) consecutive months will result in termination of the lease agreement with the SHA not more than six (6) months after expiration of the thirty-six (36) month grace period.

After the initial Over Income (OI) determination, the SHA must conduct an income reexamination twelve (12) months following the initial OI determination to determine if the family remains over-income even if the family is paying the flat rent [24 CFR 960.253] and/or the date no longer coincides with the family's original annual recertification date. An income reexamination to determine if a family remains over-income does not reset the family's normal annual recertification date.

**2<sup>nd</sup> Notice**

No later than thirty (30) days after the SHA's determination that the family's income has continued to exceed the over-income limit for 12 consecutive months after the initial OI determination pursuant to an annual reexamination or an interim reexamination, the SHA will provide written notice including the following information:

- That the family's income has exceeded the over-income limit for 12 consecutive months; and
- That continuing to exceed the over-income limit for the next 12 consecutive months will result in termination of the lease agreement.

After the 2<sup>nd</sup> Notice is issued, the SHA must conduct an income reexamination twelve (12) months following the second OI determination to determine if the family remains over-income even if the family is paying the flat rent [24 CFR

960.253] and/or the date no longer coincides with the family's original annual recertification date. An income reexamination to determine if a family remains over-income does not reset the family's normal annual recertification date.

### **3<sup>rd</sup> Notice**

The SHA will provide written notice no later than thirty (30) days after the SHA's determination that the family's income has continued to exceed the over-income limit for 24 consecutive months after the initial OI determination. This OI determination may have occurred at an annual reexamination or an interim reexamination. The written notice will include the following information:

- That the family's income has exceeded the over-income limit for 24 consecutive months; and
- That continuing to exceed the over-income limit for the next 12 consecutive months will result in termination of the lease agreement.

After the 2<sup>nd</sup> Notice is issued, the SHA must conduct an income reexamination twelve (12) months following the third OI determination to determine if the family remains over-income even if the family is paying the flat rent [24 CFR 960.253] and/or the date no longer coincides with the family's original annual recertification date. An income reexamination to determine if a family remains over-income does not reset the family's normal annual recertification date.

### **4<sup>th</sup> Notice**

No later than thirty (30) days after the SHA's determination that the family's income has continued to exceed the over-income limit for 36 consecutive months after the initial, 12-month and 24-month OI determinations pursuant to an annual reexamination or an interim reexamination, the SHA will provide written notice including the following information:

- That the family's income has exceeded the over-income limit for 36 consecutive months; and
- That the SHA will terminate the family's tenancy in no more than six months from the date of the notice.

In the six-month period before lease termination, the OI family will continue to pay the rent type of their choice (i.e., income based, flat rent, or prorated rent for mixed families). Additionally, the OI family is still considered a public housing program participant prior to lease termination and must continue to abide by all program requirements including the Community Service Activities or Self-Sufficiency Work Activities requirements. When an OI family is facing termination **after** exceeding the 36-month grace period, the family may request an interim reexamination, but a decrease in income and the family's rent will not reset the period before termination or enable the family to avoid termination.

If the SHA finds through an annual or interim recertification during the 36-month grace period that a previously over-income family is now below the over-income limit, the family is no longer over-income. In this case, the previously determined OI family would be entitled to a new 36 consecutive month grace period if the family's income once again exceeds the OI limit.

#### **E. Families Exceeding Asset Limitation**

Families participating in the public housing program must not have assets that exceed the following HUD guidelines:

- Net family assets that exceed \$100,000 (adjusted annually for inflation; and/or
- The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence. [24 CFR 5.618].

##### 1. Asset Limitation Verification

###### Net Family Assets

The SHA requires assisted families to provide third-party verification of all assets during the interim/annual recertification process [24 CFR 5.603, 5.609, 5.618, 882.515(a), 882.808(i)(1)].

###### Real Property Ownership

Assisted families may self-certify real property ownership through the interim/annual recertification process [24 CFR 5.618(B)(2)]. If a family declares present ownership in real property, the SHA shall seek third party verification of the following, as applicable:

- Whether or not the family has the legal right to reside in the property; and
- Whether or not the family has the effective legal authority to sell the property; and
- Whether or not the property is suitable for occupancy by the family as a residence.

In the case of a family member who is a victim of domestic violence, dating violence, sexual assault, or stalking, the SHA shall comply with the confidentiality requirements under 5.2007. The SHA shall accept a self-certification from the family member and the restrictions on requesting documentation under 5.2007.

2. Notifying Over-Asset Limitation Families

If the SHA has determined that a family has exceeded the asset limitation through the reexamination process (annual or interim), the SHA will provide written notice to the family of the over-asset limitation and will provide the family an opportunity to cure the non-compliance for a period of six months. Failure of the family to cure within six months of the date of the notification will result in lease termination and eviction proceedings.



**VIII. Interim Rent Adjustments: Fixed Rent System**

**A. Adjusting Rent Between Regular Re-examinations**

1. **Residents are required to report all changes in family composition or status** to the appropriate occupancy specialist within ten (10) calendar days of the occurrence. Failure to report within the specified timeframe may result in non-compliance to housing authority policy.

**Residents are required to report all changes in household income, whether it be an increase or a decrease,** to the appropriate occupancy specialist during walk-in hours within ten (10) calendar days of the occurrence. Failure to report an income change within ten (10) calendar days of the change of income may result in retroactive rent increases, but not a retroactive credit or rent reduction. To qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

**Increases must exceed ten percent (10%) of the family’s adjusted income.**

**SHA shall not process an interim reduction in rent if the income decrease is less than ten percent (10%) of the family’s adjusted income.**

**The SHA shall round up at percentage calculations of .50 or higher.**

2. SHA will process interim changes in rent in accordance with the information below:

Income Change	SHA Action
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days. <sup>xxviii</sup> Increase in income following SHA granting of interim rent decrease.	SHA will process an interim reduction in rent if the income decrease will last more than 30 days. SHA shall not process an interim reduction in rent if the income decrease is less than ten percent (10%) of the family’s adjusted income. SHA will process an interim increase for income increases that follow interim rent reductions
(b) Increase in unearned income (e.g., COLA adjustment for social security).	SHA will increase the rent following the interim re-examination
(c) increase in income because a person with income (from any source) joins the household.	SHA will increase the rent following the interim re-examination

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

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.<sup>75</sup>
4. SHA will process interim adjustments in rent as follows:
  - (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days and/or the decrease is less than ten percent (10%) of the family's adjusted income, an interim adjustment will not be processed.
  - (b) Residents reporting decreased income that is expected to last more than 30 days and/or is greater than ten percent (10%) of the family's adjusted income will have an interim adjustment processed.
5. Residents granted a reduction in rent under these provisions will be required to report for special re-examinations at intervals determined by the Asset Manager. Reporting is required until income increases or it is time for the next regularly scheduled re-examination, whichever occurs first.

#### **B. Effective Date of Adjustments**

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

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

#### **C. Penalties for Non-Compliance with Recertification Requirements**

If the annual re-examination is not completed as of the 10th day of the 11<sup>th</sup> month prior to the anniversary date and such delays are due solely to the family failure to comply, the Springfield Housing Authority shall:

- Increase the rent to market rent, or
- Terminate tenancy of the family.

If the family fails to meet scheduled recertification a second and final notice will be sent. Failure to meet the second notice will result in termination of residency.

If the family did not comply with interim reporting requirements the Springfield Housing Authority shall:

- Retroactively increase the resident rent effective the first of the month following the month that the increase in the resident's income was effective; and/or
- Terminate residency of the resident family.

#### **D. Errors in Income Determination**

De minimis errors. The SHA shall not be considered out of compliance with program requirements due solely to de minimis errors in calculating family income, but is still obligated to correct errors once it becomes aware of the errors. A de minimis error is an error where the SHA determination of family income varies from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360) in annual adjusted income per family.

The Springfield Housing Authority shall take corrective action to credit or repay a family if the family was overcharged tenant rent due to de minimis errors in calculating family income. Upon calculation of overcharged tenant rent due to de minimis errors, the SHA shall credit the family of the overcharged tenant rent on the family's tenant account. Any excess credits shall be paid to the family minus any applicable tenant charges upon lease termination for any reason.

Families shall not be required to repay the Springfield Housing Authority in instances resulting in a family being undercharged for rent where the SHA miscalculated the family's income [24 CFR 5.609(c)(4), 960.257(f), 982.516(f), 882.515(f), 882.808(i)(5)].

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## **IX. Non-Compliance of Lease Articles and ACOP**

### **A. General Policy: Lease Violation**

Residents who are found to be in material non-compliance of their lease will be given notice, in writing, of the violation and an appropriate period of time to remedy the matter. This period of time will be between 24 hours and 10 days depending upon the nature of the violation. Failure to remedy the violation within the prescribed period of time may result in further non-compliance and/or possible termination of the residents lease.

### **B. Notice Requirements**

1. SHA will provide in writing to the tenant a Non-Compliance of Lease Articles the reason for the violation.
  - Included in the Non-Compliance to Lease Articles Notice, the resident must also be informed of her/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
  - Lease violations for certain actions (such as “One-Strike”) are not eligible for the Grievance procedure, specifically, any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or SHA employees and any drug related criminal activity, including the use of marijuana medically prescribed and/or recreational.<sup>77</sup>
2. Notices of Non-Compliance may be served:
  - By posting on the residents door; or
  - Personally by SHA staff; or
  - By Process Server; or
  - By U.S. Postal Service.
3. Notice shall include a statement describing the right of any resident with a disability to meet with the Asset Manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### **C. General Non-Compliance Procedure**

1. General Non-Compliance of lease Articles will result in a three (3) strike procedure that may ultimately result in termination of the resident’s lease.

2. Non-Compliance of Lease Articles will run consecutively within a 12-month period. Three (3) instances of Non-Compliance of Lease Articles may result in lease termination. (i.e. a resident who is non-complianced for different violations within the same 12-month period would still be subject to lease termination even though they have successfully remedied the previous violations.)

**D. Utility Non-Compliance Procedure**

1. Utility Non-Compliance of Lease Articles will result in a two (2) strike procedure that may ultimately result in termination of the resident's lease.
2. Failure to remedy utility non-compliance within the first five (5) day notice will result in a fourteen (14) day notice of lease termination issued. The resident will still have that time to acquire utilities, in their name at their address, in order to remedy the situation and avoid lease termination. The SHA may choose, at the Asset Manager's discretion, to place utilities in SHA's name at this time in order to protect SHA property and assets. If utilities are placed in SHA's name the resident will still be afforded the opportunity the remedy the situation within the fourteen (14) days and reimburse the housing authority for utility charges incurred during the interim period.

## **X. Lease Termination Procedures**

### **A. General policy: Lease Termination**

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.<sup>76</sup>

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by SHA in writing the reason for the termination.

- The resident must also be informed of her/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
- Lease terminations for certain actions (such as "One-Strike") are not eligible for the Grievance procedure, specifically, any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or SHA employees and any drug related criminal activity, including the use of marijuana medically prescribed and/or recreational.<sup>77</sup>

2. Notices of lease termination may be served:

- Personally by Process Server;
- Posted on the resident's door; or
- Personally by SHA staff

3. Notice shall include a statement describing the right of any resident with a disability to meet with the Asset Manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### **C. Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA 2013)**

VAWA 2005, signed into law on January 5, 2006, amended on March 7, 2013, and final rule issued November 16, 2016, provides protection for victims of abuse in the Public Housing Program and is incorporated into the Lease Addendum:

- An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault will not be construed as serious or repeated violations of the lease or other "good cause" for termination of

the assistance, tenancy, or occupancy rights of a victim of abuse. (Section 8(o)(7)(C) of the U.S. Housing Act of 1937.)

- Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. (Section 8(o)(7)(D)(i) of the U.S. Housing Act of 1937.)
- Notwithstanding the VAWA restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA may terminate assistance to or an owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effectuated in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. (Section 8(o)(7)(D)(ii) of the U.S. Housing Act of 1937.)
- Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up. (Section 8(o)(7)(D)(iii) of the U.S. Housing Act of 1937.)
- Nothing in Section 8(o)(7)(D)(i) limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. (Section 8(o)(7)(D)(iv) of the U.S. Housing Act of 1937.)



- Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance. (Section 8(o)(7)(D)(v) of the U.S. Housing Act of 1937.)
- Nothing in Section 8(o)(7)(D)(i) shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than Section 8(o)(7)(D)(i) for victims of domestic violence, dating violence, or stalking. (Section 8(o)(7)(D)(vi) of the U.S. Housing Act of 1937.)

#### **D. “One Strike” Policy**

Once an applicant has been selected for a Public Housing Unit the individual is required to remain in compliance with his/her lease provisions as well as Springfield Housing Authority policies and procedures which govern the Public Housing Program and all Federal, State and Local laws. In addition to the Lease holder being responsible for his/her own actions, he/she is accountable for the actions of other members of the household, guests or other invitees.

The tenant will be held liable when he/she, other members of the household, guests or other invitees commit or have committed acts which seriously endanger the health, safety or welfare of other tenants or other community members. Such activities include, but are not limited to, criminal or illegal activity and criminal drug-related activity, even if the tenant had no prior knowledge of the circumstances surrounding such activity.

Criteria for screening potential violations of the “One Strike And You’re Out” policy provisions include, but are not limited to the following:

- a. Aggravated Assault/Batter
- b. Armed Robbery
- c. Armed Violence
- d. Arson
- e. Battery
- f. Burglary
- g. Homicide
- h. Prostitution
- i. Rape
- j. Robbery
- k. Sexual Assault/Battery
- l. Sexual Molestation
- m. Shooting/Shots Fired
- n. Stabbing

- o. Substance Abuse
- p. Theft

Other violations include the illegal use, possession, manufacture or sale of a firearm or other weapons or the threat to use an illegal firearm or other weapons and the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute or use of a controlled substance, unless such controlled substance was obtained pursuant to a valid prescription issued by a licensed medical practitioner.

### **“One Strike” Procedures**

1. Public Housing tenants, any member of the tenant’s household, guests or other invitees who are found in violation of the SHA “One Strike” policy is cause for termination of the tenant’s lease (regardless of whether the tenant had actual knowledge of the circumstances surrounding such activity).
2. Any and all reported violation(s) of the SHA “One Strike” policy will be investigated to determine the validity of the allegation as well as the sufficiency of the evidence prior to proceeding with termination activity.

**\* It should be noted that an arrest and/or conviction is not necessary to trigger and obtain a “One Strike” termination.**

3. In compliance with the “One Strike” Non-Discrimination statement, each case shall be reviewed and determined on an individual basis to ensure that the tenant or any member of the tenant’s household, guest or other invitee had proven connection to the perpetrator of the violation. Violations will be declared to have occurred if the incident occurred at the tenant’s dwelling or the perpetrator is a proven member of the tenant’s household, guest or other invitee.
4. In the event that evidence of a “One Strike” violation is proven to be sufficient against the tenant, any member of the tenant’s household, guest or other invitee, the Asset Manager or his/her designee will process a lease termination.
5. A tenant having their lease terminated for a “One Strike” provision violation may view any and all documents leading to the eviction. However, the tenant can **not** grieve a “One Strike” eviction process.

### **Screening Out Illegal Drug Users and Alcohol Abusers**

1. The SHA shall prohibit admission to the Public Housing Programs to any person who:
  - a. the SHA determines is illegally using a controlled substance;

- b. the SHA determines is currently engaged in the use of the use of marijuana medically prescribed and/or recreational;
  - c. the SHA determines that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; and
  - d. the SHA determines that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The SHA may waive this policy prohibiting admission in these circumstances if the person demonstrates to the SHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
  - a. has successfully completed a supervised drug/alcohol rehabilitation program;
  - b. has otherwise been rehabilitated successfully; or
  - c. is participating in a supervised drug or alcohol rehabilitation program.

### **Termination of Assistance to Illegal Drug Users and Alcohol Abusers**

3. The SHA shall terminate the lease of any person who the SHA determines:
  - a. is illegally using a controlled substance, including the use of marijuana medically prescribed and/or recreational; or
  - b. that the abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **Ineligibility if Evicted for Drug-Related Activity**

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance.

Drug related activity will also include the manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use marijuana including medically prescribed and/or recreational;

Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing programs for a three-year period beginning on the date of such eviction.

The SHA may waive this requirement if:

- a. the person demonstrates successful completion of a rehabilitation program approved by the SHA; or
- b. the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

### **“One Strike” Non-Discrimination Notice**

Nothing in the “One-Strike” policy relieves the Springfield Housing Authority (SHA) from complying with Federal requirements prohibiting unlawful discrimination. In particular, in implementing the provisions described in this policy, the SHA must abide by all Federal laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, age, disability, sexual orientation, gender identity, marital status and familial status.

The SHA must apply the “One Strike and You’re Out” policy and procedures objectively in dealing with both applicants and participants. Only an individual’s particular behavior may be considered not traits that might be attributed to a specific group or category of persons. The SHA should carefully document the rationale for their decisions.

### **E. Record Keeping Requirements**

A written record of every termination and/or eviction shall be maintained by SHA and shall contain the following information:

- Name of resident, race, ethnicity and number and identification of unit occupied;
- 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;
- Specific reason(s) for the notice(s), with section of the lease violated, and other facts pertinent to the issuing of the notice(s) described in detail;
- Date and method of notifying resident; and

- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

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## **XI. Utilities**

In some of SHA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties resident rents are reduced by an allowance for utilities developed by SHA in consultation with the utility supplier and reviewed by HUD.<sup>78</sup>

### **A. Resident Paid Utilities**

The following requirements apply to residents living in developments with resident paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance SHA will pay a utility reimbursement equal to the difference between one month's total tenant payment and the utility allowance to the utility company on the resident's behalf or directly to the tenant.
3. Utility allowances, also known as deficient rent payments, are given to active tenants on a prepaid VISA card. Any past due balance is recaptured from the utility allowance/deficient rent payment prior to issuing any funds to the prepaid VISA card
4. When the utility supplier offers a "Budget" payment plan it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
5. When a resident makes application for utility service in his/her own name he or she shall sign a third-party notification agreement so that SHA will be notified if the resident fails to pay the utility bill.
6. If an applicant is unable to get utilities connected because of previous balance owed the utility company at a prior address the applicant will not be admitted and will receive a Notice of Rejection.
7. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities or have utilities active in the residents name during the period of occupancy will result in Non-Compliance and possible lease termination and eviction in accordance with Section IX of this document.

### **B. Excess Utility Charges**

In developments where SHA pays utilities, an excess utility charge may be charged for air conditioners or freezers.

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## **XII. Flat Rents/Ceiling Rents**

### **A. Flat Rents**

Flat rents are calculated from market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual Recertification, all residents are offered the choice of paying an income-based rent or the flat rent.

SHA will set the flat rental amount for each public housing unit that complies with the requirement, contained within Public Law 113-76, Fiscal Year 2014 Appropriation Act, that all flat rents be set at no less than eighty percent (80%) of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs

SHA will place a cap on any increase in a family's rental payment that exceeds thirty-five percent (35%) and is a result of changes to flat rental amount.

SHA will take the following information into account in developing its flat rent schedule by means of conducting a Rent Reasonableness study:

- Rent of non-assisted rental units in the immediate neighborhood;
- Size of SHA's units compared to non-assisted rental units from the neighborhood;
- Age, type of unit and condition of SHA's units compared to non-assisted rental units from the neighborhood;
- Land use in the surrounding neighborhood;
- Quality of local schools serving each SHA development;
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, educations/job training programs, etc.) at SHA's properties and in the surrounding neighborhood;
- Crime in SHA's developments and the surrounding neighborhood;
- Availability of public transportation at each SHA development; and
- Availability of accessible units for persons with mobility impairments.

**B. Annual Update of Flat Rents**

SHA shall review the flat rent structure annually and adjust the rents as needed. When a resident chooses flat rent his/her rent shall be adjusted only at the next regular Re-examination/Recertification rather than at the point the flat rent may change.

**C. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Re-examination in order to ensure that unit size is still appropriate and community service requirements (if applicable) are met.

**D. Rent paid by Resident**

Rent is due by the first of each month. Payment must be in the form of a money order or check. Cash will not be accepted. The seventh day of each month will be considered the cut-off for late payment. On this day or the closest business day, the drop box will be emptied and all payments will be processed. Likewise, all payments received on the seventh through the U.S. Mail will be processed. Rent not paid by the seventh day of the month is considered late. A late fee will be assessed and delinquency notice will be processed. This allows the resident fourteen days to bring the account current (pay the balance in full). Notices will be sent by Process Server. Tenants who have received delinquency notices and who, at the end of the fourteen days have not paid their account in full or entered into a repayment agreement, will be processed for eviction. Additionally, residents considered to be chronically delinquent will be processed for eviction.

Processed for eviction is defined as the scheduling of a court date and filing of a complaint. Chronically Delinquent is defined as a resident who has been processed for eviction on three occasions in the past twelve months. Repayment agreements are a legal document where the resident makes arrangements to pay an outstanding balance due to the Springfield Housing Authority.

### **XIII. Definitions and Procedures to be used in Determining Income and Rent**

#### **A. Annual Income<sup>79</sup>**

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form. Annual income includes, with respect to the family:

All amounts, not specifically excluded in this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age; and

When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

Annual income does not include the following:

Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

The following types of trust distributions:

For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

Distributions of the principal or corpus of the trust; and

Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

Earned income of children under the 18 years of age.

Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. Student financial assistance, means a grant or scholarship received from— (1) The Federal government; (2) A State, Tribe, or local government; (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or (5) An institution of higher education. Student financial assistance does not include— (1) Any assistance that is excluded; (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship); (3) Gifts, including gifts from family or friends; or (4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. (C) Student financial assistance, must be: (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution; (2) Expressly to assist a student with the costs of higher education; or (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit. (D) Student financial assistance, may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance. (E) When the student is also

receiving assistance excluded from annual income, the amount of student financial assistance under this of this section is equal to or exceeds the actual covered costs none of the assistance is considered student financial assistance excluded from income under this paragraph. (2) If the amount of assistance excluded is less than the actual covered costs the student financial assistance excluded under this paragraph is the lower of: (i) the total amount of student financial assistance received or (ii) the amount by which the actual covered costs exceed the assistance excluded.

Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); (ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; (iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. (iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under any other paragraph of this section.

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.

Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.

Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

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.

Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in this section apply.

Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes: (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or

the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment. (ii) Direct Federal or State payments intended for economic stimulus or recovery. (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received. (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received. (v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries). (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization. (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

Civil rights settlements or judgments, including settlements or judgments for back pay.

Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

Income earned on amounts placed in a family's Family Self Sufficiency Account.

Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member: (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and (ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

## **B. Anticipating Annual Income<sup>81</sup>**

If it is not feasible to anticipate income for a 12-month period the Authority 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.)

## **C. Adjusted Income<sup>82</sup>**

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

**For All Families**

1. **Child Care Expenses** – A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family 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 family member released to work; or (b) an amount determined to be reasonable by the SHA when the expense is incurred to permit education or to seek employments.

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, a family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction. The family must demonstrate that they are unable to pay their rent because of loss of this deduction and the child care expense is still necessary even though the family member is no longer employed or furthering education.

Examples under which residents would qualify for the hardship exemptions to the medical expense deduction would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or Local assistance program;
- The family would be evicted as a result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment/income;
- A death in the family has occurred; or
- Other circumstances as determined by SHA.

The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after ninety (90) days, whichever comes earlier.

2. **Dependent Deduction** – Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, an exemption of \$480.00, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25, for each member of the family residing in the household (other than the head of household, or spouse, live-in aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older or disabled, or a full-time student.



3. **Work Related Disability Expense** – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family 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 family member(s) free to work.

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

- (a) Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, for non-elderly families and elderly or disabled families without medical expenses, the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expenses less ten percent of annual income, provided the amount so calculated does not exceed the employment income earned.
- (b) For elderly or disabled families with health and medical expenses, the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less ten 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 Families only:**

4. **Health and Medical Expense Deductions** – Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, a deduction of un-reimbursed Health and Medical Expenses, including insurance premiums, anticipated for the period for which annual income is computed for each member of the family who is a person with a disability.

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), long-term care health insurance premiums, prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), auxiliary apparatus expenses and payments on accumulated medical bills. To be considered by SHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- (a) For elderly or disabled families without work-related disability expenses, the amount of the deduction shall equal total medical expenses for each member of the family who is a person with a disability that exceeds ten percent (10%) of the family's annual income.
- (b) For elderly or disabled families with both work-related disability expenses and medical expenses, the amount of the deduction is calculated as described in paragraph 3 (b) above.
- (c) This deduction may not exceed the combined earned income of the adult family members who are able to work due to the attendant care or auxiliary apparatus.
- (d) There are two hardship exemptions to the 10% threshold for health and medical expenses deduction as follows:
  - Category 1 – Phased-In Relief for Families Receiving Health & Medical Deductions Prior to January 1, 2024. As of January 1, 2024, the family must have been receiving a deduction from annual income of qualified health and medical expenses exceeding 3% of annual income. Those families experiencing a hardship will have a phase in to the new deduction amount over two years.
    - First year: SHA shall deduct eligible expenses exceeding 5% of the family's income.
    - Second year: SHA shall deduct eligible expenses exceeding 7.5% of the family's income.
    - After twenty-four months, this hardship exemption expires. The SHA shall deduct eligible expenses exceeding 10% of the family's income, unless the family requests and qualifies for a new exemption under Category 2.
    - Once a family chooses to obtain general relief under Category 2, a family may no longer receive the phased-in relief.
  - Category 2 – This exemption is for families who can demonstrate a financial hardship due to an increase in their qualified expenses or because of a change that would not otherwise trigger an interim reexamination. This hardship exemption is available whether the family previously received health and medical deductions or is currently receiving, or previously received, a hardship exemption under Category 1.
    - The family may receive a deduction of all eligible expenses exceeding 5% of their annual income.

- The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after ninety (90) days, whichever comes earlier.

Examples under which residents would qualify for the hardship exemptions to the medical expense deduction would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or Local assistance program;
  - The family would be evicted as a result of the imposition of the higher threshold requirements;
  - The income of the family has decreased because of changed circumstances, including loss of employment/income;
  - A death in the family has occurred; or
  - Other circumstances as determined by SHA.
5. **Elderly/Disabled Household Exemption** – Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, an exemption of \$525.00 per household, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25. See definitions in Appendix II.
6. **Optional Deductions/Exemptions** – SHA may amend this policy and grant further deductions. Any such deductions would be noted in this section.

#### **D. Computing Rent**

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of the computation, if a positive number is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility re-imbursement, which may be paid to the tenant or directly to the utility company by the SHA.
2. **Total Tenant payment is the highest of :**
  - **30% of adjusted monthly income or**

- **10% of monthly income;** but never less than the
  - **Minimum Rent;** and never more than the
  - **Flat Rent, if chosen by the family**
3. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities ( if applicable) from the Total Tenant payment. In developments where the SHA pays all utility bills directly to the utility supplier, Tenant Rent Equals Total Tenant Payment.
  4. The minimum rent shall be \$50.00 per month but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50.00 because of a long-term hardship (over 90 days).

Examples under which residents would qualify for the hardship exemptions to the minimum rent would be limited to the following:

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

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

5. At initial certification and at each subsequent annual re-examination the resident shall be offered a choice of paying either the income-based rent or the Flat rent applicable to the unit they will be occupying.

#### **XIV. De-Concentration Policy**

The Springfield Housing Authority shall make every effort to de-concentrate families of certain income characteristics within the Public Housing Authorities complexes. To achieve this the Housing Authority may offer incentives for eligible families having lower incomes and provide for occupancy of eligible families having lower incomes in developments predominantly occupied by eligible families having higher income. Incentives by the Housing Authority allow for the eligible family to have the sole discretions in determining whether to accept the incentive and the agency may not take and adverse action toward any eligible family for choosing not to accept these incentives.

The skipping of the family on the waiting list to reach another family to implement this de-concentration policy shall not be considered adverse action. As such, SHA will continue to accept applications and place the individuals on the waiting list. Selection will be made based on a combination of the local preferences and an income target mix. A family who qualifies as a higher income family (exceeds 30% of median income) may accept a dwelling unit assignment and be placed randomly into a vacant housing unit.

The Housing Authority will track the income mix within each project and building (i. e. family development) as an effort to avoid a concentration of higher or lower income families in any one development.

Efforts through marketing and outreach shall be made to increase the number of families with incomes grater than thirty (30) percent of median income in the projects noted above in order to avoid concentrations of very low-income families in the projects as per the requirements of the QHWRA of 1998. An incentive of \$100.00 credit on the third month rent may be offered to higher income families in order to promote occupancy in the lower income family developments.

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## XV. Inspections

There are six (6) basic types of inspections: (1) Move in, (2) 60-Day, (3) Quality Control, (4) Annual, (5) Special, and (6) Move out. The Springfield Housing Authority uses several variations of these inspections to verify the National Standards for the Inspection of Real Estate (NSPIRE) standards, enforce the dwelling lease, investigate complaints, and to protect our investment in public housing facilities. These inspections may be done by Inspectors, Asset Managers, or Management Associates.

1. **Move In Inspections** - This is the final inspection made before a resident occupies a unit. Initial inspections are geared towards new move-ins and acceptance of modernization construction or rehabilitation projects. When a new unit is submitted for approval, an NSPIRE inspection must be conducted before approval can be given. The same is true for conventional housing units which were repaired under MOD or a maintenance repair program.
3. **60-day Inspections** – This quality control inspection is conducted after the resident has resided in the unit for 60-days.
4. **Annual** – This is an annual inspection conducted in accordance with HUD regulations and NSPIRE standards. Ongoing inspections may occur more than just once per year and are scheduled at the Asset Manager’s discretion based upon the needs of the development.
5. **Quality Control Inspection** – Quality Control Inspections are conducted to ensure that repairs or other maintenance work, or prior inspections, have been completed to NSPIRE standards.
6. **Special Inspections** – Are used to ensure resident safety or lease compliance through swift corrective action. These inspections may be triggered by the resident, maintenance or the Asset Manager.
7. **Move out Inspections** – At the time that a resident turns their keys in and relinquishes control of their unit SHA will conduct a move-out inspection. This inspection will determine the condition of the unit and what, if any, tenant charges may be assessed to the former tenant. Residents are encouraged, but not required, to accompany the inspector during this inspection.

The condition of the dwelling unit will be recorded on the inspection form utilized for the move in/preoccupancy inspection of the same dwelling unit. This system will allow for a comparison of the pre-occupancy condition of the unit versus the move out condition of the unit.

**Any claim against the family for resident caused damages will be based upon this comparison.**

Occupied units are to be inspected once per year minimally. However, to ensure lease compliance and to ensure health and safety hazards are not present, inspections may be scheduled as needed if either of the above referenced conditions are evidenced in the unit continuing until such time as the problem is cured.



## **XVI. Pet Policy**

The Springfield Housing Authority Pet Policy is intended to provide guidance on the types and sizes of animals suitable as pets on SHA property. It is the SHA's desire that residents be able to keep pets for the personal enjoyment of all household members while maintaining the health and safety of said members as well as the animals and other residents. The following stipulations apply to all households with pets in Public Housing properties.

The Springfield Housing Authority will allow only hamsters, gerbils and guinea pigs, dogs, cats, birds, and fish in aquariums in the units.

Only two (2) pets per household will be allowed.

No animal may exceed forty pounds (40) in weight.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or trained fighting dogs, will not be allowed. Specific breeds deemed to be potentially harmful include, but are not limited to, the following breeds and mixed breeds there-of:

- Bull Dogs
- Presa Canarios
- Doberman Pinschers
- Rottweilers
- Pit Bulls

Medically Verified Service and Emotional Support Animals are exempted from the pet security deposit, breed and weight restriction provisions of the pet policy.

(Refer to Appendix B)

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## **XVII. Community Service**

Community Service, as required by the Quality Housing and Work Responsibility Act of 1998, is defined as "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community." Community Service is not employment and may not include political activities. The Community Service requirements mandate that each non-exempt adult household member shall contribute eight hours per month of community service within their community.

### **A. Eligible Community Service Activities**

Eligible community service activities that can be performed include, but are not limited to:

- Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, childcare center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves PHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;
- Work as an officer of a development or citywide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;

- Help neighborhood groups with special projects;
- Work through a resident organization to help other residents with problems,
- Serve as an officer in a Resident Organization, serve on the Resident Advisory Board; and care for the children of other residents so they may volunteer.

PHAs should notify their insurance companies if residents will be serving at the PHA.

### **B. Exempt Residents**

Those residents who are exempt from the community service program include:

- 62 years or older;
- Person with disabilities and certifies that, based on the disability, he or she cannot comply with the requirement;
- Caretakers of a person with disability who has certified that based on the disability, he or she cannot comply the requirement;
- Currently working at least 30 hours per week;
- Certified as exempt from work activities under a State Programs as stated by the Social Security Act or any other welfare state program;
- Members of a family receiving benefits from a State Welfare Program in compliance with the program's requirements, including Supplemental Nutritional Assistance Program (SNAP); and
- Full-time students.

### **C. Noncompliant Residents**

An exemption to the requirement must be verified annually by SHA. At least thirty days before the annual reexamination and/or lease expiration, the SHA must begin reviewing the exempt or non-exempt status and compliance of family members. If a family member is found to be noncompliant SHA must enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period. If, at the next annual re-examination, the family member still is not compliant, the SHA is not permitted to renew the lease and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit. The family may use the SHA Grievance Procedure to protest the lease termination.

**D. Community Service Requirements**

Nonexempt residents must meet the following requirements when performing community Service:

- The eight (8) hours per month must be volunteer work completed in accordance with Section A of this policy.
- Each nonexempt adult household member (18 years or older) shall either contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month. The requirements can also be met by performing a combination of eight (8) hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at eight (8) hours each month or may be aggregated across a year, as long as 96 hours are completed by each Annual Recertification.
- Activities must be performed within the community and not outside the jurisdictional area of the SHA.

**E. Resident Responsibilities**

At lease execution or re-examination all adult members (18 or older) of a public housing resident family must:

- Provide documentation that they qualify for an exemption, if they claim to be exempt from Community Service requirement; and
- Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.

At each annual re-examination, non-exempt family members must present a completed documentation form of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

If a family member is found to be noncompliant at re-examination, the member and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

**F. Change in Exempt Status**

When an adult resident's exempt status changes during the year:

- If, during the twelve-month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the SHA and provide documentation.
- If, during the twelve-month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the SHA. The SHA will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

**G. No Substitution of Community Service Workers for SHA Employees**

The Springfield Housing Authority may not substitute the work of a community service worker for that performed by an employee at any time.

## XVIII. Rent Policy

### Policy: Rent Collection, Late Payments, & Evictions

#### 1. RENT COLLECTION

- a. Rent is due by the first (1<sup>st</sup>) of each month. Rent not paid by the seventh (7<sup>th</sup>) day of the month is considered late. Excess utility and maintenance fees are due and payable when the charges are billed on the monthly rent statement. All other charges are due when billed.
- b. Rent statements will be processed and mailed by the Finance Department two (2) days after the accounting cut off day each month, barring any unforeseen circumstances.
- c. Rent payments will be accepted either in the drop boxes located outside of and in the foyer of the Springfield Housing Authority's main office, by direct debit agreement, or through the United States Postal Service, except as provided in 4. h. Due to Auditor recommendations regarding centralized collection procedures, payments are not to be collected by Springfield Housing Authority employees at remote locations.
- d. Payment must be in the form of a money order, cashier's check, check, or direct debit. **Cash will not be accepted.**
- e. Employees of the Springfield Housing Authority will not validate, stamp nor otherwise certify receipts or statements of tenants who are currently being processed for eviction.
- f. After payment has been received, whether by mail or through the drop boxes at the main office, a deposit will be prepared. On the fifth (5<sup>th</sup>) of each month a direct debit processing through PHA WEB will be run.
- g. Each batch of rent payments will be forwarded to the Data Processing Clerk for entry in PHA WEB. All deposits received, which are not to be considered late, will be entered before processing late fees or delinquent notices.

#### 2. LATE RENT CHARGES

- a. Any rent not paid by the seventh (7<sup>th</sup>) day of the month shall be considered delinquent and will be assessed a late charge.
- b. Late fees will be removed for tenants who are on current up-to-date Repayment Agreements or whose current monthly rent is negative.

**3. DELINQUENCY NOTICES**

- a. Delinquency notices will be processed immediately after late fees have been posted to delinquent accounts, allowing the tenant fourteen (14) days to bring the account current (pay the balance in full).
- b. Notices will be delivered by the Process Server.
- c. Notices will be sent to tenants with balances due, except those in the eviction process.
- d. After notices are mailed to the tenants, the Asset Managers will be given a copy of the list of delinquent tenants so that they can contact the tenants regarding their delinquent payments.

**4. EVICTION PROCESS - FORCIBLE ENTRY & DETAINER**

- a. "Processed for eviction" is defined as the scheduling of a court date and filing of a complaint. "Chronically delinquent" is defined as a tenant who has been processed for eviction on two occasions in the past twelve (12) months. Chronic delinquent tenants may not be allowed to remain in their units.
- b. Tenants who have received delinquency notices and who, at the end of the fourteen (14) days, have not paid their account in full may be processed for eviction. Additionally, tenants considered to be chronically delinquent may be processed for eviction.
- c. An updated list will be available on all tenants who have been processed for eviction known as the Court Summary spreadsheet
- d. Complaints will be filed with the Office of the Circuit Clerk of Sangamon County. The complaint includes the tenant's name, address, unit number and the total amount of charges owed by the tenant. The court date will be preset each month by the Circuit Court.
- e. Summons will be served by an agent of the Springfield Housing Authority and a billing report will be returned by said agent prior to the court date.
- f. On the day of the hearing SHA will either:
  1. Obtain judgment for possession of the unit;
  2. Schedule a date for a trial; or



3. Dismiss the suit - due to a settlement.
- g. If a trial date is set and arrives without a settlement both sides will arrive with evidence to prove their case. The Accounts Receivable Clerk will provide evidence consisting of copies of the lease, rent changes, tenant history, repayment agreements, fourteen (14) day notice and proof of mailing to the SHA attorney prior to the trial. At this point the judge will either award or deny possession.
  - h. After the court date, tenants may be given the opportunity to pay their balance in full and avoid eviction. Payment in full includes current balance, all court fees and the next full month's rent in advance. Payment must be made by money order, cashier's check, or certified check and received by noon of the date on the Order to Vacate. Payment will not be accepted in cases where circumstances indicate that possession of the unit is desired due to chronic delinquency (see definition in 4. a.) or anti-social behavior.
  - i. In cases where the Springfield Housing Authority has been granted possession, the Asset Manager will schedule an eviction date with the Sangamon County Sheriff's Department. The Asset Manager will file a request for eviction accompanied by two (2) copies of the Order to Vacate with the Sheriff's Office.
  - j. If the scheduled date of the eviction arrives and payment has not been received, the Sheriff will go to each unit, accompanied by the Asset Manager and Maintenance and attempt to remove all property in the unit and post a "No Trespassing" sign, thereby taking possession of the unit for the Springfield Housing Authority.

See "Move-outs" for further details on how evicted tenants are handled.

## **5. REPAYMENT AGREEMENTS**

- a. Repayment Agreements are a legal document where the tenant makes arrangements to pay an outstanding balance due to the Springfield Housing Authority.
- b. Tenants who are delinquent due to unpaid rent, maintenance fees or retroactive rent charges have the option of entering into a Repayment Agreement, at the discretion of the Springfield Housing Authority to pay off the balance due in a reasonable manner.
- c. Repayment Agreements will be completed by the Accounts Receivable Clerk and copies distributed to the tenant and the Asset Manager.

- d. If the Springfield Housing Authority agrees to enter into a Repayment Agreement, the following conditions must be met:
  - 1. The tenant must not have had a Repayment Agreement in the past twelve (12) months.
  - 2. The tenant must pay the greater of one month's rent plus the first month's payment or one third of the balance due.
  - 3. The maximum length of a Repayment Agreement is six (6) months;
- e. Any Repayment Agreement that deviates from these criteria shall require approval of the Asset Manager, Finance Manager or Director of Finance.
- f. Payments on Repayment Agreements, both the current month's rent and the repayment portion of the past due amount are due by the first (1<sup>st</sup>) of the month. Repayment Agreements that are current will not be assessed a late charge on the past due balance.
- g. Failure to make any scheduled payment on the Repayment Agreement will constitute default and will void the agreement, resulting in an eviction suit being filed.

## **6. RETURNED CHECK CHARGES**

- a. When a tenant's payment is returned unpaid for any reason, the Accounts Receivable Clerk will charge the tenant a processing fee based on the bank's current returned check charge and will remove the payment from the tenant's account. In addition, a late payment fee will be charged if applicable.
- b. The Accounts Receivable Clerk will inform the tenant by mail that their payment was returned and that they will not be allowed to pay by personal check for a period of three (3) months. If it is the second returned check, they will be informed that they will not be allowed to pay by personal check for a period of six (6) months. If it is the third returned check the tenant will be informed that all future payments must be made by money order or cashier's check.

**7. MOVE-INS**

- a. Move-ins will be coordinated by the Occupancy Specialist. Security deposit, first month's rent and adjustment slips will be turned over to the Accounts Receivable Clerk after the tenant's information has been entered into the computer system by the Occupancy Specialist.
- b. The Accounts Receivable Clerk will post the move-in adjustments to the tenant's account and process the payment with the next batch of rent payments that are processed.

**8. MOVE-OUTS**

- a. Upon receiving the Intent to Vacate, the vacated tenant file and the move-out inspection from the Occupancy Specialist, the Accounts Receivable Clerk will charge maintenance charges per the final inspection remove partial month's rent and apply the security deposit to determine a final balance.
- b. If the tenant is to receive a refund, this request is forwarded to the Account Tech I.
- c. If the tenant has a balance due to the Springfield Housing Authority, they are to be informed of such by letter. If the tenant does not contact the Springfield Housing Authority within thirty (30) days, the account is turned over to the collection agency.

**9. MAINTENANCE CHARGES**

- a. Maintenance charges will be posted on the tenant's account by the Accounts Receivable Clerk with the following two exceptions;
  1. Homeownership charges where the tenant will pay using their NRMR. In this case the Asset Manager will provide the necessary paperwork to the Accounts Receivable Clerk to charge the tenant and remove the corresponding amount from the NRMR.
  2. On Move-outs and transfers the Accounts Receivable Clerk will charge the tenant using the move-out inspection.
- b. Maintenance charges are due when billed on the monthly rent statement by the seventh (7<sup>th</sup>) day of the month. A tenant may enter into a

Repayment Agreement to pay for maintenance charges provided the tenant meets the requirements for a Repayment Agreement (see requirements in 5.d.).

## **10. EXCESSIVE PROPERTY DAMAGE**

- a. If the tenant is found to be negligent in the destruction of SHA property due to fire, vandalism, criminal activity, etc., a maximum charge of \$2,000 will be charged to the tenant and a Note Receivable created to cover the damages. If the tenant has rental insurance, then all damages are payable up to the SHA's current deductible. This will defer the SHA's deductible under its insurance policy coverage.

## **XIX. Grievance Policy**

### **SPRINGFIELD HOUSING AUTHORITY GRIEVANCE PROCEDURE**

#### **I. PURPOSE**

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the Springfield Housing Authority (SHA).

#### **II. GOVERNING LAW**

The law governing this grievance procedure is section 6(k) of the U. S. Housing Act of 1937 (2 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR sects. 966.50 – 966.57).

#### **III. APPLICABILITY**

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and SHA with the following two (2) exceptions.

- A. This grievance procedure is not applicable to disputes between Tenants not involving SHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants or groups of Tenants and SHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Illinois requires that Tenants be given the opportunity for a hearing in court, which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, SHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of SHA, or One Strike Eviction.
  - (2) Any drug related activity, including the use of marijuana medically prescribed and/or recreational, on or near such premises or One-Strike Eviction.
  - (3) Any other court ordered eviction.

**IV. DEFINITIONS**

The following definitions of terms shall be applicable to this grievance procedure:

- A. **GRIEVANCE:** Any dispute which a Tenant may have with respect to an action or a failure to act by SHA in accordance with the individual Tenant's rights, duties, welfare or status.
- B. **CFR:** The code of federal regulations, which contains the federal regulation governing this grievance procedure.
- C. **COMPLAINANT:** Any Tenant (as defined in this section below) whose grievance is presented to the Administrative office of SHA or to the Development Office of the Development wherein the tenant resides in accordance with SHA requirements.
- D. **DRUG-RELATED CRIMINAL ACTIVITY:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined by the Federal Code and Illinois statutes as from time to time amended.
- E. **MARIJUANA:** The use of cannabis or marijuana, including constituents of cannabis, THC and other cannabinoids, as a physician-prescribed form of medicine or herbal therapy and/or recreational use.
- F. **SHA OR "AUTHORITY":** The Springfield Housing Authority, a corporate organized and existing under the laws of the State of Illinois.
- G. **ESCROW:** A bank account created by the SHA separate from normal operating funds. Money in this account is held pending the decision of the Hearing Officer or panel.
- H. **HEARING OFFICER:** An impartial person selected in accordance with 24 CFR sect. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- I. **HEARING PANEL:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR sect. 966.55 and this procedure to hear grievances and render decisions with respect thereto.
- J. **HUD:** The United States Department of Housing and Urban Development.
- K. **NOTICE:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

- L. **OVER-INCOME FAMILY:** (OI family) is defined in 24 CFR 960.102 as a family whose income exceeds the OI limit. This term includes families during the grace period or that are in the period before termination and are still public housing program participants.
- M. **OVER-INCOME LIMIT:** (OI limit) is defined in 24 CFR 960.102. This amount is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b) by a factor of 2.4 (i.e. 120% of the AMI).
- N. **THE “REGULATIONS”:** The HUD regulations contained in subpart B of 24 CFR part 966.
- O. **RESIDENT ORGANIZATION:** Means any duly elected resident council.
- P. **TENANT:** The adult person (or persons) other than a live-in aid:
  - (1) Who resides in the unit and who executed the lease with SHA as lessee of the dwelling unit, or, if no such persons reside in the unit,
  - (2) The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- Q. **BUSINESS DAYS:** Monday through Friday of each week, except for legal holidays recognized by the federal government or the State of Illinois and SHA.

## V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all public housing dwelling leases between Tenants and SHA, whether or not so specifically provided in such leases.

## VI. INFORMAL SETTLEMENT OF GRIEVANCES.

- A. **Initial Presentation.** Any grievance must be personally presented in writing to SHA’s main office. Grievance or complaint form must be signed by the complainant and filed in the office within five (5) business days after the occurrence of the event giving rise to the grievance. All complaints shall be date stamped or dated and signed by SHA staff at the time of receipt by the SHA and a copy provided to the complainant.
- B. **Informal Settlement Conference.** If the grievance is not determined by SHA to fall within one of the three (3) exclusions mentioned in section III above, then SHA will, within a reasonable period of time after the initial presentation of the grievance, informally discuss the grievance with the

complainant and his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be promptly notified in writing of the time and place for the informal settlement conference. The SHA will not allow the person who initiates the lease violation, ineligibility determination, or associated actions culminating in the grievance, to be the only SHA representative present at the settlement conference.

- C. **Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by SHA and a copy thereof shall be forwarded to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file. The summary shall be provided in the complainant's native language if the complainant is not fluent in English.

## VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance procedure.

- A. **Request for Hearing.** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant or his agent must personally present in writing to the SHA's main office or the site management office of the development wherein the complainant resides a written request for a formal hearing. This written request must be received no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:
- (1) The reasons for the grievance; and
  - (2) The action or relief sought by the complainant; and
  - (3) If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days; and
  - (4) If the complainant has failed to attend an informal discussion conference, a request that the officer or panel waive this requirement.



- B. **Failure to Request Hearing.** If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, SHA's decision rendered at the informal hearing becomes final and SHA is not thereafter obligated to offer the complainant a formal hearing.

### VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by SHA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
- (1) SHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, staff members, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
  - (2) The slate of potential appointees shall be submitted to all SHA resident councils for written comments. Written comments from the resident organization shall be considered by SHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not imperative as to the proposed appointment with respect to which objection is made.
  - (3) On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of SHA and be made available for public inspection at any time.

The persons who are presently appointed to serve as hearing panelists for grievances brought under this procedure are listed on Exhibit1 attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.

- B. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:

- (1) All hearing will be held before a single hearing officer unless SHA Executive Director deems it necessary that a hearing panel hear the grievance.
- (2) Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by SHA in random order, subject to availability of the hearing officer or panelist to serve in each such case. SHA may employ any reasonable system for random order choice.
- (3) No member of the SHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
- (4) No person shall accept an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelist must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievance in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelist on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, SHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have but did not, disqualify himself or herself as required in this grievance procedure, SHA will remove the panel member or officer from the list of persons appointed for such purpose, invalidate the results of the grievance hearing in which such person should have but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

**IX. SCHEDULING OF HEARINGS**

A. Hearing prerequisites: A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

- (1) The complainant has requested a hearing in writing.
- (2) The complainant has completed the informal settlement conference procedure or has requested a wavier for a good cause.
- (3) If the matter involves the amount of rent which SHA claims is due under the complainant's lease, the complainant shall have paid to SHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason, delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account on or before the first of the month until the complaint is resolved by decision of the hearing officer or hearing panel, unless waived by SHA in writing. No wavier shall be given by SHA except in cases of extreme and undue hardship on the complainant, determined in the sole and absolute discretion of SHA.
- (4) Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: provided that failure to make payment shall not constitute a wavier of any right the complainant may have to contest the SHA's disposition of his grievance in any appropriate judicial proceedings.

B. TIME, PLACE, NOTICE.

- (1) Upon complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and SHA, not later than the tenth (10<sup>th</sup>) business day after complainant has completed such compliance. (In the case of a panel, if all three (3) appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform SHA. If two (2) panelists can agree upon a date and time, SHA shall reappoint a third panelist who shall be available at the

time agreed upon by the two (2) who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.)

- (2) A written notification specifying the time, place, and the procedure governing the hearing shall be delivered to the complainant and the appropriate SHA official, who, unless otherwise designated, shall be the Executive Director.

## **X. PROCEDURES GOVERNING HEARING**

### **A. Fair Hearings.**

The hearings shall be held before a hearing officer or hearing panel as described above in section VIII. The complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any SHA documents, including records and regulations that are directly relevant to the hearing

The complainant will be allowed to copy any such document at the complainant's expense. If SHA does not make the document available within a reasonable time for examination upon request by the complainant, SHA may not rely on such document at the grievance hearing.

The SHA will be allowed to copy any documentary evidence at the SHA's expense, which the complainant intends to enter as fact to the hearing. If the complainant does not make the document available for examination upon request by the SHA, complainant may not rely on such document at grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf. If the complainant cannot afford an attorney, then he/she may contact the Land of Lincoln Legal Assistance Foundation at 753-3300.
- (3) The right to a private hearing, unless the complainant requests and the Hearing officer agrees to a public hearing.
- (4) The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by SHA and to confront and cross examine all witness upon whose testimony or information the SHA or its management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

B. Prior Decision in Same Matter.

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the complainant or SHA fails to appear at the scheduled hearing, the hearing officer or hearing panel may make the determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the complainant and SHA of the determination. The failure to attend a grievance hearing shall not constitute a waiver of any right, which the complainant may have to contest SHA disposition of the grievance in an appropriate judicial proceeding.

D. Postponement of Hearing.

The hearing may be postponed for up to 5 business days, if neither the tenant nor the Housing Authority representative appears for the original hearing, at the sole discretion of the hearing officer.

E. Required Showing of Entitlement to Relief.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter SHA must sustain the burden of justifying SHA action or failure to act against which the complaint is directed.

F. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may receive without regard to admissibility under the rules of evidence applicable to judicial proceeding.

G. Orderly Conduct Required.

The hearing officer or hearing panel shall require SHA, the complainant, counsel, other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the

proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of relief sought, as appropriate.

H. Transcript of hearing.

The complainant or the SHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

I. Accommodation to Handicapped Person.

SHA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants.

Need for accommodations must be presented at time of first submission or grievance; see attached grievance form.

## **XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL**

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision.

The hearing panel or officer shall prepare a written decision together with the reasons for the decision within ten (10) business days after the completion of the hearing.

- (1) A copy of the decision shall be sent to the complainant and SHA. SHA shall retain a copy of the decision in the complainant's tenant folder.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by SHA and made available for inspection by any prospective complainant, his representative, or the hearing panel or hearing officer.

B. Binding Effect.

The written decision of the hearing officer or hearing panel shall be binding upon SHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless (1) SHA's Board of Commissioners determines, within ten (10) business days and properly

notifies the complainant of its determination, that the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and SHA or (2) the grievance does not concern SHA action or failure to act.

C. Continuing Right of Complainant to Judicial Proceedings.

A decision by the hearing panel or officer or Board of Commissioners in favor of SHA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **XII. NOTICES**

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant or an adult member of the complainant's household, (2) upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

## **XIII. MODIFICATION**

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of SHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to tenant resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by SHA, before final adoption of any amendments hereto.

## **XIV. MISCELLANEOUS**

A. Captions: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

- B. Concurrent Notice: If a Tenant has filed a request for grievance hearing hereunder in a case involving SHA's notice of termination of tenancy, the complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds SHA's action to terminate the tenancy, SHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to complainant.



## **XX. Smoke-Free Policy**

### **Springfield Housing Authority** **No Smoking Policy**

The Springfield Housing Authority has a Smoke-Free Policy that applies to all SHA property. In accordance with 24 CFR 965.653(c), the use of tobacco products is prohibited inside all indoor areas of public housing including, but not limited to, living units, indoor common areas, electrical closets, storage units, and PHA administrative office buildings, and in all outdoor areas within 25 feet of the housing and administrative office buildings (collectively “restricted areas”).

HUD expects this policy to improve indoor air quality in public housing; benefit the health of public housing residents, visitors and PHA staff; reduce the risk of catastrophic fires and lower overall maintenance costs.

Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, water pipes, and electronic nicotine delivery systems (ENDS) are banned from all “restricted areas”, as defined above.

Failure to comply with the Smoke-Free Policy will result in the following:

- First (1<sup>st</sup>) violation will result in a verbal warning. A copy of the Smoke-Free Policy and cessation materials will be provided. Resident will be required to sign an acknowledgement of verbal warning.
- Second (2<sup>nd</sup>) violation will result in a written warning. A copy of the Smoke-Free Policy and cessation materials will be provided. Resident will be required to sign an acknowledgement of written warning.
- Third (3<sup>rd</sup>) violation will result in a non-compliance of lease agreement. A copy of the Smoke-Free Policy and cessation materials will be provided with the notice of non-compliance.
- Fourth (4<sup>th</sup>) violation will result in a second non-compliance of lease agreement. A copy of the Smoke-Free Policy and cessation materials will be provided with the notice of non-compliance.
- Fifth (5<sup>th</sup>) violation will result in a final non-compliance of lease agreement and a 30-day notice to vacate.

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## **XXI. Appendices**

## Appendix A

### Springfield Housing Authority Dwelling Lease

THIS AGREEMENT, executed Date, by and between the Springfield Housing Authority (hereinafter called SHA or Management or Landlord) and «TENANT NUMBER» «HEAD LAST NAME» (Hereinafter called “Tenant”). The initial term of this Agreement shall begin on «EFFECTIVE DATE» and shall end on \_\_\_\_\_. This lease shall be automatically renewed for successive terms of twelve months pursuant to Section II, Article 18 hereof.

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#### SECTION I – DESCRIPTION OF PARTIES AND PREMISES

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1. Date of Lease <b>FEBRUARY 1, 2024</b>	2. Housing Authority Management <b>SPRINGFIELD HOUSING AUTHORITY</b>
3. Name of Tenant <u>«HEAD_FIRST_NAME» «HEAD_LAST_NAME»</u>	4. Address <u>«UNIT_ADDRESS»</u>
5. Dwelling No. <u>«TENANT_NUMBER»</u>	6. Housing Development
7. No. of Rooms <u>«BEDROOM_SIZE» BEDROOMS</u>	8. Utility Allowance <u>«TENANT_NUMBER»</u>
9. Tenant Rent <u>«TENANT_RENT»</u>	10. Anniversary Date
11. Term to Commence <u>«EFFECTIVE_DATE»</u>	12. Term to End
13. Security Deposit (Total) <u>«SECURITY_DEPOSIT»</u>	14. Initial Payment Security Deposit
15. Monthly Payment Security	16. No. of Months
17. Comments	

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#### COMMENTS

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#### SECTION II – COVENANTS AND AGREEMENTS OF THE PARTIES

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##### 1. RENEWAL OF TENANCY

The SHA, relying upon the representations of Tenant as to Tenant’s income and family composition, hereby leases to Tenant, upon the conditions hereinafter set forth:

RENTAL ACCOUNT NO. «TENANT NUMBER», LOCATED AT «UNIT ADDRESS»

(Herein called “premises”), to be occupied exclusively as a private residence by Tenant and family, composed of the following family members: (List all adults and minors.)

NAME	AGE	SEX	NAME	AGE	SEX
<u>«HEAD_FIRST_NAME»</u>					

«HEAD_LAST_NAME»					

Any deletions from the household members named on Lease, due to any reason whatsoever, shall be reported to SHA by Tenant within ten (10) days of occurrence.

Any proposed additions to household composition shall be reported to and approved by Management PRIOR to occupancy of new family members. Failure to do so can result in termination of tenancy.

**2. RENEWAL**

After the original term specified in Section I herein, this lease shall automatically be renewed for successive terms of twelve months, until terminated pursuant to Section II, Article 18 hereof.

**3. REQUIRED PAYMENTS**

The term “Required Payments” shall include:

- a. **Rent:** the amount fixed as total tenant payment for use and occupancy of the premises, including provision of services and equipment customarily furnished by Management without extra costs;
- b. **Excess Utilities, Special Services, Use of Special Equipment:** amounts chargeable for excess consumption of utilities, additional or special services, and use of special equipment; and
- c. **Damages and other charges:** the reasonable cost of maintenance and repairs for damages to the leased dwelling, project buildings, project facilities or other project areas caused by the tenant, members of the tenant’s family, and/or by their guests, beyond normal wear and tear, in accordance with a posted schedule of repair charges as well as other charges which may from time to time be posted.
- d. If the tenant is found to be negligent or guilty of willful and/or wanton misconduct in the destruction to SHA property, due to fire, vandalism, criminal activity or any other damages; a maximum of \$2,500.00 will be charged to the tenant and a NOTE RECIEVABLE created to cover the damages. If the tenant has rental insurance then all damages are payable up to the SHA’s current deductible. This will defer the SHA’s deductible under its insurance policy coverage.
- e. Should the Tenant be allowed to remain in SHA housing the charges assessed under Article 3(b) and (c) are due when billed on the monthly rent statement on the 7<sup>th</sup> day of the month. A tenant may enter into a repayment agreement to pay for charges, provided that the tenant meets the requirement under Section 5.d of the Rent Collection Policy.
- f. The Housing Authority shall have the right to require that any and all payments due them be made by direct debit, money order, cashier’s check or personal checks and mailed to the Springfield Housing Authority, 200 North Eleventh Street, Springfield, Illinois 62703, or any other place so designated. The Authority shall have the right to refuse payments made in cash, postdated checks or checks for less than the amount due.

**4. PAYMENTS DUE UNDER LEASE**

The total tenant payment for the original term of this lease and for each renewal term of one calendar month shall be the amounts shown in Section I herein. This total tenant payment will remain in effect unless adjusted in accordance with the provisions of Section II, Article 7 hereof. Required payments shall be due and payable monthly in advance on the first day of each calendar month except that charges assessed under Section II, Article 3(b) and (c) shall become due and collectible by the Seventh (7<sup>th</sup>) Calendar day of the month, as stated in Section 9.b of the Rent Collection Policy. Any rent not paid by the 7<sup>th</sup> of the month shall be considered delinquent and will result in a late charge of \$10.00, a Fourteen

Day Notice Fee of \$15.00 and \$40.00 Summons Charge Fee. For purposes of this paragraph any check which is returned as non-negotiable due to insufficient funds or other such reason shall be deemed as an invalid payment attempt and any amounts represented thereby shall be considered as delinquent. Any check that is returned due to insufficient funds will be assessed a charge for processing at the prevailing financial institution rate.

#### **5. SECURITY DEPOSIT**

Security deposits shall be one hundred and fifty dollars (\$150.00) for persons residing in Hi-rise apartments; four hundred dollars (\$400.00) for families in conventional housing. Management agrees to return the security deposit to Tenant when he/she vacates, less any deductions for any of the cost indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. Interest shall be paid as required by law. The Tenant may not direct that the security deposit be used for rent or other charges incurred prior to the termination of occupancy.

Tenant agrees to pay security deposit as provided in Section I herein to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, his family, dependents who are members of the household or guests, and any rent or charges for court costs and excess utilities owed by the Tenant. Payment of the security deposit is to be made as stated in Section I above.

#### **6. UTILITIES**

The Housing Authority shall have the right to install utility check meters on any of their properties to monitor and determine the amount of fuel consumption for that unit. Where separate check meters have been installed and the resident is directly responsible for the total payment to the Utility Company of all utilities consumed there will be allowance given for utilities. Where heat is not included, the Tenant agrees to furnish heat to the dwelling unit and agrees to maintain sufficient heat to prevent freezing of piped water. If, for any reason, Tenant is unable to maintain sufficient heat, he shall immediately notify Management. Tenant will be charged for damages resulting from his failure to maintain sufficient heat or to notify Management, unless for any cause beyond his or her control, shall not be responsible or liable for failure to supply any utilities for reasons beyond its control.

#### **7. REDETERMINATION OF RENT, DWELLING SIZE, ELIGIBILITY**

At least once each year as requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment, and composition, for use by Management in determining whether the rental should be changed, whether the dwelling size is still appropriate for Tenant's needs, and whether Tenant is still eligible for low-rent housing. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits available in the Project Office. All changes must be reported in writing within ten (10) calendar days.

The review to determine the Tenant's current eligibility and rental shall be effective on the Tenant's anniversary date as specified in Section I above, or as otherwise provided in the Rules and Regulations of Management:

a. Rent as fixed in Section I hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent determinations unless during such period:

- i. Tenant's income from any and all sources increases or decreases by greater than ten percent 10%.
- ii. it is found that Tenant has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged.

If a misrepresentation of facts or unreported income is found then the increase in rent shall be made retroactive to the date to which it can be determined the misrepresentation or event occurred which affected the rental rate. Except for situations involving fraud or a misrepresentation of facts, any increase or decrease in rent would apply the first day of the month following a 30-day notice to the resident. Management will mail or deliver a "Notice of Rent Adjustment" to Tenant by personal service or regular mail. Willful misrepresentation of facts or concealment of unreported income shall be grounds for eviction.

iii. If Management finds that Tenant's income has increased so that it is above the approved income limits for continuing occupancy in low-rent housing, Management will issue a notice that should the

Tenant's income exceed the approved income limits for 36 consecutive months, the SHA will terminate the lease.

Upon Notice from the SHA that the family's income has exceeded the over-income limit for 36 consecutive months, the SHA will terminate the family's tenancy in no more than six months from the date of the notice.

If the Tenant does not vacate within the 6-month period, the tenant will be in violation of this lease and subject to Section II, Paragraph 19.

iv. If Management finds that Tenant's assets (real property and/or net family assets) exceed HUD limitations, Management will issue a notice to cure no later than six (6) months from the date of the notice. If the Tenant does not cure the deficiency within the six (6) month period, the Tenant will be in violation of this lease and subject to Section II, Paragraph 19.

#### **8. TENANT'S RIGHT TO USE AND OCCUPANCY**

The Tenant shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of Tenant's guests or visitors and may include, with the consent of Management, care of foster children and live-in care of a member of the Tenant's family. Guests or visitors shall mean a person or persons not a member of the Tenant's immediate family, family not listed on the lease or a legal dependent. Guests or visitors may not reside in the leased unit for more than ten (10) days in any given six (6) month period without prior consent of management. Tenant agrees to vacate the premises upon becoming mentally and/or physically unable to maintain his person and/or the dwelling unit.

#### **9. GENERAL TERMS AND CONDITIONS**

The following terms and conditions of occupancy are made a part of this Lease:

a. Tenant shall use and occupy the premises as a private dwelling for the Tenant and his or her family. The premises shall not be used for any non-residential use, except as provided below:

The premises may be used for legal, permissible profit-making activity so long as such activity is merely "incidental" to the primary residential use of the premises and is not inconsistent with the primary residential use of the premises and does not interfere with the Tenants' neighbors' "quiet enjoyment of their premises."

b. If during the term of the Lease, the Tenant by reason of physical or mental impairment is no longer able to maintain the premises in a livable condition and/or to care for his/her physical needs to the extent that it interferes with management or other tenants and the Tenant cannot or refuses to make arrangements for someone to aid him/her in maintaining the premises in a livable condition or in caring for his/her physical needs, coordination will be sought with Tenant's family to assist Tenant in finding more suitable housing and moving Tenant from the premises. If there are no family members willing or able to take responsibility for moving Tenant, SHA will attempt to work with appropriate agencies to secure suitable housing or can, at its sole option, terminate the Lease.

c. Permission may be granted, upon written request to Manager, for reasonable accommodations of visitors. Tenant shall comply with all laws affecting the use or occupancy of the premises and with all federal regulations now or hereafter established or modified. Assignment and subletting of the unit are forbidden. Allowance of lodgers, roomers and/or boarders is also forbidden.

#### **10. MANAGEMENT'S OBLIGATIONS**

Management shall:

- a. maintain the premises and the development in a decent, safe and sanitary condition;
- b. comply with requirements of applicable building codes, housing codes and HUD Regulations materially affecting health and safety;
- c. make necessary repairs to the premises;
- d. keep project buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management;

f. except for tenants in the home ownership program, provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant in accordance with this Lease;

g. supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom, and usage) except where the building that includes the dwelling unit is not required by law to be equipped for the purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection such as a scattered single-family dwelling; and

h. To notify the tenant of the specific grounds for any proposed adverse action by the SHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

## **11. TENANT'S OBLIGATIONS**

The Tenant shall:

a. not assign the lease or sublease the premises;

b. not provide accommodation for boarders or lodgers;

c. use premises solely as a private dwelling unit for the Tenant, and the Tenant's household as identified in the lease, and not use or permit its use for any other purpose;

d. abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing development and the Tenants which shall be posted in the development office and incorporated by reference in this lease;

e. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes, to include maintaining utilities, materially affecting health and safety;

f. keep the premises, the lawn, common areas and such other areas as may be assigned to Tenant for Tenant's exclusive uses in a clean and safe condition;

g. cooperate with SHA in maintaining common areas, as applicable, in a manner fostering a clean and healthy environment as may be included in Rules and Regulations promulgated under this Lease;

h. dispose of all debris, garbage, rubbish, cans, bottles and other waste from the premises in a sanitary and safe manner. Medical supplies (needles, medications and other hazardous waste) must be disposed of in accordance with all applicable laws.

i. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other appurtenances including elevators;

j. refrain from and cause his family members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or development;

k. pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the Tenant, a member of the household or guests;

l. use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify his/her manager promptly of known need for repairs to his/her dwelling unit and of known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury;

m. act in a manner, and cause household members, guests or other persons who are on the premises to act in a manner which will not disturb other persons' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition. Tenants, guests, and/or other persons on the premises will not be involved in boisterous gatherings, playing loud music, physical confrontations or other behavior which disturbs the peaceful enjoyment of others activity at the premises results in. If activity at the premises results in an inordinate number of calls by SHA security or the police, the SHA reserves the right to propose a reasonable course of conduct to the Tenant to address problems occurring on or about the premises. Failure to follow SHA's recommended course of conduct may result in termination of the lease.

n. assure that the tenant, any member of the household, a guest, or another person under the tenant's control, shall not engage in:

i. any activity that threatens the health, safety, or right to peaceful enjoyment of SHA's public housing premises by other residents or employees of the SHA, or



- ii. any drug-related criminal activity, including the use of marijuana medically prescribed and/or recreational, on or off the premises.
- iii. any smoking of prohibited tobacco products and Electronic Nicotine Delivery Systems (ENDS) in restricted areas, as defined by 24 CFR 965.653(a), or in any other outdoor areas that the PHA has designated as smoke-free. Smoking is prohibited inside the dwelling units, common areas, administrative buildings, and within 25 feet of any SHA property. Designated smoking areas will not be provided on the premises.
- o. perform seasonal maintenance or other maintenance tasks in single family, duplex and row houses in accordance with the rules established by Management;
- p. should ensure all window coverings are white backed;
- q. designated outside furniture should be used on exterior of premises;
- r. to remove from any parking place within the project any unlicensed, expired registration or inoperable automotive vehicle. Repairs to vehicles are not allowed on SHA property where applicable, residents shall follow rules imposed by site-based parking policy;
- s. refrain from the installation and/or alteration of SHA property, to include, but not be limited to, locks, decks, shed, fences and antennas without prior approval by Management;
- t. refrain from creating or maintaining a threat to the health or safety of other residents or management employees. Tenant's creation or maintenance of a threat to the health or safety of other tenants or management employees shall be defined to include, but not be limited to, the following actions by a tenant, a member of the tenant's household, a guest or another person under Tenant's control:
  - i. illegal possession and/or use of any guns, firearms (operable or inoperable), automatic weapons, knives, BB guns, pellet guns, slingshots, bows and arrows, pepper gas or tear gas, blackjacks, nunchaku, stun guns, or explosive devices or any other dangerous weapons on SHA property;
  - ii. threatened use of firearms on SHA premises;
  - iii. setting fire to the unit or other SHA property;
  - iv. sale, use or possession of controlled drugs, including recreational and/or medically prescribed marijuana, in the tenant's apartment, or on SHA premises;
  - v. conviction of drug related criminal activity;
  - vi. robbery, burglary or commission of a serious misdemeanor or felony against the person or property of another SHA tenant, SHA employee and/or SHA property;
  - vii. conduct causing physical injury or danger to other tenants and/or SHA employees in the development;
  - viii. poor housekeeping practices which create a fire hazard, vermin infestation or a safety hazard for other SHA tenants and/or employees; and
  - ix. other conduct of such a nature such that the tenant's continued presence in the unit poses a threat to the health and safety of SHA employees and/or other tenants sufficient to warrant immediate termination.
- u. residents are prohibited from using charcoal/gas grills, open flames, or other heating devices on balconies, under overhangs or within 10 (ten) feet of a structure.
- v. residents are prohibited from storing or using flammables or combustible materials near electrical panels.
- w. residents are prohibited from parking on or driving through lawns and/or any non-paved areas of the premises or any adjacent properties.
- x. residents are prohibited from permanently or temporarily installing any swimming pools or hot tubs that hold more than 24 inches of water at any location on or adjacent to the premises.
- y. Residents are prohibited from permanently or temporarily installing or placing trampolines of any size at any location on or adjacent to the premises.

## **12. BARRED**

Management has the right to bar individuals from the property. You must inform your guest(s) of all Springfield Housing Authority rules. If rules and regulations are broken by your guests, they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by a resident, it is grounds for termination of tenancy.

**13. DEFECTS HAZARDOUS TO LIFE, HEALTH, SAFETY**

The rights and obligations of the Tenant and Management in the event that premises are damaged to the extent that conditions are created that are hazardous to life, health or safety of the occupants are as follows:

- a. The Tenant shall immediately notify project Management of the damage;
- b. Management shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant in accordance with Section II, Article 3 hereof;
- c. Management shall offer standard alternative accommodations if available, in circumstances where necessary repairs cannot be made within a reasonable time;
- d. Tenant shall be entitled to abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with sub-Article (b) of this Article or alternative accommodations not provided in accordance with sub-Article (c) of this Article, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household or guests.

**14. OBLIGATION TO TRANSFER TO ANOTHER UNIT**

The Tenant agrees to transfer to another unit under any of the following circumstances:

- a. the dwelling unit is no longer suitable for the Tenant's household size or composition under Management unit size standards;
- b. the character of the dwelling unit is inappropriate for the household composition; or
- c. the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe and sanitary condition, and, under any of the foregoing circumstances, Management makes another public housing dwelling unit available to the Tenant.
- d. The Tenant agrees to vacate the dwelling unit if he/she is living in an accessible unit once a regular unit becomes available and a household with an appropriately disabled member is ready to be tenanted in accordance with 24 CFR 8.27.
- e. The Tenant also agrees to vacate the dwelling unit if it becomes hazardous to the health or safety of the occupants. If the condition is not corrected within a reasonable time, Management must offer a replacement dwelling unit, if one is available. However, the Management may not offer the Tenant a replacement unit if the hazardous condition was caused by the acts or negligence of the Tenant, members of the Tenant's household, their guests or others under their control.

**15. PREOCCUPANCY AND MOVE-OUT INSPECTIONS**

Prior to commencement of occupancy by the Tenant, Management and the Tenant or his representative shall inspect the dwelling unit. Management shall furnish the Tenant with a written statement of the condition of the dwelling unit and the equipment in it. The statement shall be signed by Management and the Tenant and a copy of the statement shall be retained by Management in the Tenant's folder. At the time Tenant vacates he must advise Management who will inspect the dwelling unit and may give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless the Tenant vacates without notice to Management or without returning keys to his unit.

**16. ENTRY OF PREMISES**

- a. Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for releasing. A written statement specifying the purpose of Management entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification.
- b. Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists or if Management determines the unit has been vacated.
- c. In the event that the Tenant and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

**17. LEGAL NOTICES**

If to the Springfield Housing Authority: 200 North Eleventh Street, Springfield, Illinois 62703.

**18. TERMINATION FOR ALCOHOL ABUSE OR DRUG-RELATED ACTIVITY AND OTHER CRIMINAL ACTIVITY: “One Strike and You’re Out”**

- a. This lease may be terminated for Alcohol Abuse, Drug-Related or Criminal Activity involving the Tenant, any member of the Tenant’s household, guest or other invitee, or any one under the Tenant, any member of the Tenant’s household, guest or other invitee’s control. The Tenant has the affirmative duty to ensure that neither they, nor any member of their household, any guest, nor any other person under their control engages in prohibited Alcohol Abuse, Drug-Related or other Criminal activities. The Tenant is responsible for compliance under this section regardless of whether the Tenant personally engaged in the prohibited activity or had knowledge of the specific circumstances surrounding such prohibited activity.
- b. Drug-Related Activity is the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance with the intent to manufacture or sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act, the Anti-Drug Abuse Act of 1988, state and local laws) occurring on or off the property.
- c. Alcohol Abuse is the abuse of alcohol on SHA property including in the dwelling unit. Alcohol Abuse can include consumption by minors, aiding or abetting the consumption of alcohol by minors, violation of laws and ordinances related to alcohol consumption or possession, public intoxication, consumption of alcohol outside the dwelling units or on SHA property common areas or the violation of other laws, ordinances, SHA rules and regulations or the terms of this Lease in which the consumption of alcohol occurred or played a part (such as disturbing the peace or vandalism) or a pattern of abuse which interfered with the health, safety, or right to peaceful enjoyment of SHA property by other residents.
- d. Criminal Activity is criminal activity that threatens the health, safety of or right to peaceful enjoyment of the premises and SHA property by the public including but not limited to crimes of violence (i.e., murder, battery, rape, child abuse, domestic violence, stalking and assault); crimes against property (i.e., burglary, larceny and robbery); crimes which impose financial burdens (i.e., arson, vandalism and graffiti); crimes that involve disturbing the peace (i.e., mob action) as well as the possession, use, sale, or delivery of a firearm or ammunition which is otherwise prohibited by state or federal law.
- e. Arrest and/or conviction are not necessary to trigger a termination and obtain an eviction under this section and proof of a violation beyond a reasonable doubt is not required.
- f. Tenants are not entitled to a grievance hearing (except for Alcohol Abuse not also involving Drug-Related, or Criminal Activity) under the SHA grievance procedure for violations of this section.

**19. TERMINATION OF LEASE**

- a. The Management shall not terminate or refuse to renew the Lease, other than for serious or repeated violation of material terms of the Lease, such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in Section II Article 11 (A) through (S) or other good cause. In addition to the above, good cause shall include, but not be limited to, the following: drug-related criminal activity, failure to provide information necessary for re-examinations as set forth in Section II, Article 7, unauthorized guests or visitors and failure to accept new lease terms.
- b. Management shall give the Tenant reasonable notice of a termination of the Lease. When the health or safety of other residents or of Management employees is threatened, fourteen (14) days notice shall be given the Tenant. Where termination is for nonpayment of rent, 14 days notice shall be given to the Tenant. In any other case, the Tenant shall receive 30 days notice. The time for notice required by state and federal law shall run concurrently.
- c. The notice of termination shall state when the lease will terminate; specific reasons for termination; shall inform the Tenant of the Tenant’s right to make such reply as the Tenant may wish; that the Tenant has the right examine SHA documents directly relevant to the termination or eviction before grievance hearing or court trial; when the Tenant has the opportunity for a grievance hearing; or the Tenant’s right to request a hearing in accordance with the SHA’s grievance procedure; that Management may only evict the Tenant through a judicial proceeding that HUD has determined provides the Tenant an opportunity

for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and otherwise comply with the lease termination notice requirements set forth in 24 C.F.R. 966.4 (1).

If it becomes necessary for the Management to employ an attorney and bring court proceedings against the Tenant to terminate this Lease and evict the Tenant from the premises, and if judgement is rendered against the Tenant and in favor of the Management in such proceedings, the Tenant shall be obliged to pay all of the Management's court costs and reasonable attorney's fees.

d. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Management when the unit is vacated.

e. The Tenant shall have the option to cancel the Lease upon thirty (30) days written notice.

## **20. GRIEVANCE PROCEDURE**

Except for a) any criminal activity that threatens health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the SHA, or b) any drug-related criminal activity on or near the premises, all grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which complies with applicable HUD Regulations, which procedure is posted in all SHA offices and incorporated herein by reference, a copy of which shall be given to Tenant at time of move-in.

## **21. CHANGES**

In the event of a change in Federal or State law after the execution of the lease, it is understood that the parties hereto shall be bound by said changes and that said changes may require a revision of this lease agreement. The invalidity of any clause, part or provision of this lease shall not affect the validity of the remaining portions thereof. This lease, together with any future adjustments or rent or dwelling shall be made except in writing, signed and dated by both parties, except for Section II, Article 7 and 25 hereof.

## **22. PET POLICY**

Tenant shall be obligated to comply with the SHA's Pet Policy in effect at the time including, but not limited to, compliance with any additional pet deposit required under the policy.

## **23. LIABILITY FOR COURT COSTS**

The Tenant shall pay all court costs and expenses, including attorney fees, incurred in enforcing the agreements of this lease or in recovering possession of said premises, unless the Tenant prevails in such legal action.

## **24. REMEDIES CUMULATIVE**

The rights and remedies of Management under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

## **25. POSTING OF POLICIES, RULES, REGULATIONS**

The Rules and Regulations of occupancy including special charges for services, repairs and utilities, and grievance procedures constitute a part of this lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the lease and shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to applicants and Tenants on request. Such schedules, Rules and Regulations may be modified from time to time by Management provided that Management gives at least a 30-day notice to affected Tenants setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be:

a. delivered directly or mailed to each Tenant; or

b. posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at all SHA offices.

## **26. TENANTS OBLIGATION TO REPAY**

If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim in family income or other factors as required by Section II, Article 7 of this Agreement, and as a result, is charged a rent less than the amount required by the HUD rent formulas, the Tenant agrees to reimburse the SHA for the difference between the rent he/she should have been charged.

The Tenant is not required to reimburse the SHA for undercharges caused solely by the SHA's failure to follow HUD's procedures for computing rent.

**27. CONTENTS FOR THIS AGREEMENT**

This Agreement and its Attachments make up the entire agreement between the SHA (as Landlord) and the Tenant regarding the unit. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. However, any changes promulgated by HUD which affect the terms and conditions of this Lease Agreement will be included by reference and become effective after written notification to Tenants.

IN WITNESS WHEREOF, Tenant has executed this Lease and Management has caused its name to be signed hereto by its duly authorized representative as of the date first above written.

Springfield Housing Authority

By: \_\_\_\_\_

Housing Representative

200 North Eleventh Street

Springfield, IL 62703

(217) 753-5757 (Ext. \_\_\_\_\_)

Attest:

\_\_\_\_\_

Family Head

\_\_\_\_\_

Date

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## Appendix B

**The following policy is intended as a guide to interoffice procedures for employees. It is not intended to create any additional rights for tenants. The Springfield Housing Authority specifically disclaims any language, which could be construed as creating any rights for and on behalf of tenants by virtue of this policy.**

### SPRINGFIELD HOUSING AUTHORITY PET AGREEMENT LEASE ADDENDUM

**THIS AGREEMENT**, entered into this \_\_\_\_\_ Day of 20\_\_\_\_\_, by and between the Authority (as Landlord), and \_\_\_\_\_ (as resident), in consideration of there mutual promises, stipulates as follows:

1. Resident desires and has received permission from the SHA to keep the pet named \_\_\_\_\_.
2. This agreement is an addendum to and part of the lease between SHA and resident Executed on \_\_\_\_\_, 20\_\_\_\_\_. In the event of default by resident of any of the terms of this agreement, resident agrees, upon proper written notice of default from SHA, to cure the default, remove the pet, or vacate the premises. Resident agrees that SHA may revoke permission to keep said pet on the premises by giving resident proper, written notice, **UNLESS PET CAUSES BODILY HARM TO A RESIDENT, GUEST, STAFF MEMBER, OR OTHER AUTHORIZED PERSON UPON THE PREMISES, IN WHICH CASE PET WILL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES BY OWNER WITHOUT PRIOR OR WRITTEN NOTICE.**
3. As a special security deposit, hereinafter called the Pet deposit, resident agrees to pay SHA the sum of one hundred fifty dollars (\$150.00). At least fifty dollars (\$50.00) must be paid on the date this agreement is signed. The balance may be paid in installments of \$50 per month. SHA may use from this deposit such amount for damages caused by, or in connection with, said pet at move out. During occupancy, resident agrees to pay SHA within thirty (30) days of billing the cost of repairs made for damages attributable to pet. At the termination of this agreement, any balance due resident after professional fumigation of the unit and damage repairs will be added to the regular security deposit, which minus any charges for non-pet damages, will be refunded within thirty (30) days of move-out. Resident also agrees to pay SHA for any pet damages or other

pet related cost in excess of the pet deposit, which the SHA discovers during the move out inspection.

4. Resident agrees to comply with:
  - A. Health and safety code of the City of Springfield, IL.
  - B. Pet policies and rules of Springfield Housing Authority
  - C. All other applicable governmental laws and regulations, such as but not limited to, vaccinations and other inoculations, flea and vermin control, etc.
5. Resident represents that the pet has been inoculated in accordance with the pet policies and has furnished SHA proof of same.
6. Resident agrees that the pet will not be permitted outside the resident's unit, unless in a Portable pet carrier or restrained by a leash. Use of the grounds or premises of SHA for elimination purposes is prohibited except as stated in the pet policies.
7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, Or in any way inconvenience or cause complaints from any other resident. Any excrement created by the pet shall immediately be cleaned up by SHA resident.
8. Resident agrees to remedy any nuisance situations involving pet (e.g., complaints of Noise or fleas, etc.) within ten (10) days of notification. **RESIDENT UNDERSTANDS HOWEVER, THAT ANY BODILY HARM INFLICTED BY PET ON A RESIDENT, STAFF MEMBER, GUEST, OR OTHER AUTHORIZED PERSON ON THE PREMISES SHALL RESULT IN OWNERS IMMEDIATELY AND PERMANENTLY REMOVING PET FROM PREMISES WITHOUT PRIOR OR WRITTEN NOTICE.**
9. Resident will be financially responsible for any flea or other insect infestation that affects his or her unit or adjacent unit (s) as a result of the resident's pet.
10. Any pet left unattended for 24 hours or more or whose health is jeopardized by the resident's neglect, mistreatment, or inability to care for the animal shall be reported to the Sangamon County Department of Public Health/Animal Control or other appropriate authority.

Some circumstances shall be deemed an emergency for the purpose of the SHA's right to enter the resident's unit to allow such authority to remove



the animal from the premises. The SHA accepts no responsibility for any pet so removed.

- 11. Resident agrees to maintain pet in healthy condition and to update pet information card on an annual basis, at SHA’s annual pet recertification. Resident further agrees to license all dogs yearly with the Sangamon County Department of Public Health.
- 12. Resident has read and agrees to comply with the SPRINGFIELD HOUSING AUTHORITY PET AGREEMENT LEASE ADDENDUM POLICIES, which, along with this PET AGREEMENT, are herein incorporated by reference into resident’s lease. Resident also agrees to comply with additional rules as may be reasonably adopted from time to time by SHA.
- 13. Resident understands that violation of the PET POLICIES or the PET AGREEMENT constitutes violation of resident’s lease, and such violation, may constitute grounds for eviction.

SPRINGFIELD HOUSING AUTHORITY as RESIDENT NAME:

LANDLORD: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

RESIDENTS SIGNATURE

TITLE: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

APT

DATE: \_\_\_\_\_  
\_\_\_\_\_

DATE:

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## Appendix C

### **SPRINGFIELD HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT OF 2013 LEASE ADDENDUM**

**WHEREAS**, on November 16, 2016, HUD issued a Final Rule to clarify and implement the Violence Against Women and Act of 2013 (VAWA);

**WHEREAS**, VAWA is intended to protect tenants and family members who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them;

**NOW THEREFORE**, the Springfield Housing Authority, hereafter (“SHA”) and the Tenant whose name and address are set forth below, hereby agree that the following terms and conditions are hereby incorporated into the dwelling lease by and between SHA and Tenant.

1. Incident(s) of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim (or threatened victim) of that violence and will not be “good cause” for terminating the tenancy or occupancy rights of a victim of such violence.
2. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant’s family is a victim or the threatened victim of that domestic violence, dating violence, or stalking.
3. The SHA may bifurcate the lease in order to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of violence to family members or others, without evicting, removing or terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
4. Nothing in this Lease Addendum may be construed to limit the authority of a public housing agency, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
5. Nothing in this Lease Addendum limits any otherwise available authority of a public housing agency to evict a tenant for any violation of a lease not premised

on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

- 6. Nothing in this Lease Addendum may be construed to limit the authority of a public housing agency to terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated.
- 7. Nothing in this Lease Addendum shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection to an individual based solely on the individual’s statement or other corroborating evidence.

IN WITNESS WHEREOF, Tenant has executed this Lease Addendum and Management has caused its name to be signed hereto by its duly authorized representative as of this date \_\_\_\_\_.

SPRINGFIELD HOUSING AUTHORITY

TENANT

By: \_\_\_\_\_  
Asset Manager  
200 North Eleventh Street  
Springfield, IL 62703  
(217) 753-5757 Ext.

By:

ATTEST:

## **Appendix D**

### **Notice of Occupancy Rights Under the Violence Against Women Act**

#### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Springfield Housing Authority is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

#### **Protections to Applicants**

If you otherwise qualify for assistance under Public Housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under Public Housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of your is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under Public Housing solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a guardian (for example, the affiliated individual is in your care, custody, or control); or any individual tenant, or lawful occupant living in your household.

#### **Removing the Abuser or Perpetrator from the Household**

SHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If SHA chooses to remove the abuser or perpetrator, SHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program SHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish

eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, SHA must follow Federal, State, and local eviction procedures. In order to divide a lease, SHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, SHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, SHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, SHA may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, our housing provider may ask you for such documentation, as described in the documentation section below.
2. You expressly request the emergency transfer. SHA may choose to require that you submit a form or may accept another written or oral request.
3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future;

**OR**

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

SHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

SHA's emergency transfer plan provides further information on emergency transfers, and SHA must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

SHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from SHA must be in writing, and SHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. SHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to SHA as documentation. It is your choice which of the following to submit if SHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by SHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that SHA has agreed to accept.

If you fail or refuse to provide one of these documents within 14 business days, SHA does not have to provide you with the protections contained in this notice.

If SHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), SHA has the right to request that you provide third-party documentation within thirty (30) calendar

days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, SHA does not have to provide you with the protections contained in this notice.

**Confidentiality**

SHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

SHA must not allow any individual administering assistance or other services on behalf of SHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

SHA must not enter your information into any shared database or disclose your information to any other entity or individual. SHA, however, may disclose the information provided if:

- You give written permission to SHA to release the information on a time limited basis;
- SHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires SHA or your landlord to release the information. VAWA does not limit SHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights Under VAWA May be Evicted or Assistance May be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, SHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules that it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if SHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- Would occur within an immediate time frame; and
- Could result in death or serious bodily harm to other tenants or those who work on the property.



If SHA can demonstrate the above, SHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with the Requirements of this Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Springfield Housing Authority or the Chicago HUD Field Office.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at [www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs](http://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs). Additionally, SHA must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact Springfield Housing Authority.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

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**Appendix E**  
**Maximum Income Limits for Admission**  
**2023**

Number of Persons in Household	Very Low-Income	Low Income
<b>1</b>	\$34,800	\$55,650
<b>2</b>	\$39,750	\$63,600
<b>3</b>	\$44,700	\$71,550
<b>4</b>	\$49,650	\$79,450
<b>5</b>	\$53,650	\$85,850
<b>6</b>	\$57,600	\$92,200
<b>7</b>	\$61,600	\$98,550
<b>8 or more</b>	\$65,550	\$104,900

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## **XXII. Definitions**

### **ADJUSTED INCOME**

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, annual income less the following allowances determined in accordance with HUD instructions:

- A. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next multiple of \$25.

Note: The head, co-head, spouse, foster child, or live-in aide are not counted as dependents.

- B. \$525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next multiple of \$25.

- C. The sum of the following, to the extent the sum exceeds ten percent (10%) of annual income:

- Unreimbursed health and medical care expenses of any elderly family or disabled family;
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

- D. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

### **ADMISSION**

The point in which the family becomes a participant in the program.

### **ANNUAL INCOME**

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, annual income includes, with respect to the family:

All amounts, not specifically excluded in this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or

spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age; and

When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

Annual income does not include the following:

Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

The following types of trust distributions:

For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

Distributions of the principal or corpus of the trust; and

Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

Earned income of children under the 18 years of age.

Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. Student financial assistance, means a grant or scholarship received from— (1) The Federal government; (2) A State, Tribe, or local government; (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or (5) An institution of higher education. Student financial assistance does not include— (1) Any assistance that is excluded; (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship); (3) Gifts, including gifts from family or friends; or (4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. (C) Student financial assistance, must be: (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution; (2) Expressly to assist a student with the costs of higher education; or (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit. (D) Student financial assistance, may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance. (E) When the student is also receiving assistance excluded from annual income, the amount of student financial assistance under this of this section is equal to or exceeds the actual covered costs none of the assistance is considered student financial assistance excluded from income under this paragraph. (2) If the amount of assistance excluded is less than the actual covered costs the student financial assistance excluded under this paragraph is the lower of: (i) the total amount of student financial assistance received or (ii) the amount by which the actual covered costs exceed the assistance excluded.

Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section

529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); (ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; (iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. (iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under any other paragraph of this section.

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.

Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.

Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

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.



Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in this section apply.

Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes: (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment. (ii) Direct Federal or State payments intended for economic stimulus or recovery. (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received. (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received. (v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries). (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization. (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

Civil rights settlements or judgments, including settlements or judgments for back pay.

Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

Income earned on amounts placed in a family's Family Self Sufficiency Account.

Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member: (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and (ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

Income Exclusions Related to Training			
	HUD Training Programs 24 CFR 5.609(c)(8)(i)	24 CFR 5.609(c)(8)(v)	24 CFR 5.609(c)(13)
Housing program	Applies to PH & S8	Applies to PH & S8	Applies to PH only
Type of training program	Any type of training program	Employment training program	Employment training & supportive services program
Who provides the program	Any entity can provide the training, but it must be provided by HUD funds	State or local (not necessarily government)	Provided under Federal, State or local law, funded by government, administered by a public agency
Characteristics of the program	None Specified	Must have clearly defined goals & objectives	Has as its objectives to assist participants in acquiring employment skills
What income is excluded	All income derived from the program	Incremental earnings and benefits	Incremental earnings and benefits
Period of time for which exclusion applies	Applies during training period	Applies during training period	Applies during training period and for 18 months from the date the family member begins first job acquired after completion of the program
Exceptions	N/A	N/A	The exclusion does not apply to jobs funded by PH assistance under the 1937 Act

### **APPLICANT (applicant family)**

A family that has applied for admission to a program but is not yet a participant in the program.

### **AREA OF OPERATION**

The recognition area of Sangamon County (IL) which shall not conflict with any other area of jurisdiction.

### **ASSETS**

The values of (or equity) in the real property, stocks, bonds, savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investments.

(Does not include personal and household belongings and automobiles.) Assets shall include any asset disposed of at less than fair market value within the last two years.

**CHILD**

A member of the family, other than the family head or spouse, who is under 18 years of age.

**CHILD CARE EXPENSES**

Amounts to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A childcare deduction will not be allowed if an adult family member is capable and available to provide the childcare. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment and only to the extent such amounts are not reimbursed.

**CITIZEN**

A citizen (by birth or naturalization) or national of the United States

**DAY LABOR**

An individual hired and paid one day at a time without an agreement that the individual will be hired to work again in the future.

**DECENT, SAFE AND SANITARY HOUSING**

Housing that meets the National Standards for the Inspection of Real Estate (NSPIRE) contained in the federal regulations or the requirements for Single Room Occupancy (SRO) housing.

**DEPENDENT**

A member of the family household (excluding foster children and foster adults) other than the family head of household or spouse who is under 18 years of age or is a person with a disability or is a full-time student.

**DISABILITY**

- A. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or

- B. Blind and unable by reason for 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.

### **DISPLACED FAMILY**

A family in which each member, or whose sole member, is a person displaced by governmental action (this includes physical displacement from a unit under construction and funded by the rental rehabilitation program), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. This definition is used to determine general program eligibility and eligibility for certain allowances when rent is calculated. See also the definition of Involuntarily Displaced (preference definition).

### **DOMICILE**

The legal residence of the household head or spouse as determined in accordance with State and local laws.

### **DRUG-RELATED CRIMINAL ACTIVITY**

- A. Drug-trafficking; or
- B. Illegal use, or possession for personal, use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).

### **DRUG-TRAFFICKING**

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

### **EARNED INCOME**

Income or earnings from wages, tips, salaries or other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

### **ELDERLY FAMILY**

A family whose head of household or spouse or whose sole member is elderly, or a person with a disability. It may include two or more elderly or disabled persons, or one or more of these persons living with one or more live-in aides.

**ELDERLY PERSON**

A person who is at least sixty-two (62) years of age.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS**

The documents which must be submitted to prove citizenship or eligible immigration status.

**EXCESS MEDICAL EXPENSES**

Any medical expenses incurred by elderly families in excess of 10% of annual income which are not reimbursable from any other source.

**FAIR MARKET RENT**

The rent, including utilities (except telephone, cable and internet), ranges, refrigerators, all maintenance, management, and other services, which as determined at least annually by HUD, would be required to be paid in order to obtain privately owned, existing decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate Fair Market Rents shall be established for dwelling units of varying sizes (number of bedrooms).

**FAMILY**

Includes but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

A single person who may be:

- An elderly person, displaced person, disabled person, near elderly person, or any other single person.
- An otherwise eligible youth who has attained at least 18 years of age and who not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 USC 675(5)(H) and is homeless at age 16 or older;

A group of persons residing together, and such group includes, but is not limited to:

- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- An elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

**FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

The program established by a housing authority to promote self-sufficiency of assisted families, the provision of supportive services (42 U.S.C. 1437u).

**FAMILY UNIT SIZE**

The appropriate number of bedrooms for a family. Family unit size is determined by the housing authority under the housing authority subsidy standards.

**FULL-TIME STUDENT**

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**DISABILITY ASSISTANCE EXPENSES**

Reasonable expenses that are anticipated during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, or provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**FOSTER ADULT**

A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**FOSTER CHILD**

A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**HEAD OF HOUSEHOLD**

The adult member of the family who is the head of household for purposes of determining income eligibility and rent.

**HEALTH & MEDICAL CARE EXPENSES**

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. For purposes of income determination for elderly persons or families with disabilities, health and medical care expenses in excess of 10% of total family income, where these expenses are not compensated for, or are covered by insurance. Health and medical care expenses include such items as medical insurance premiums, long-term care premiums, dental expenses, prescription and nonprescription medicines, etc. that are paid or anticipated during the period for which annual income is computed.

**HOUSING AGENCY (HA)**

A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**INDEPENDENT CONTRACTOR**

An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct not only the result of the work and not what will be done and how it will be done.

**INITIAL LEAST TERM**

The initial term of the assisted lease. The initial least term must be for one year.

**INS**

The U.S. Immigration & Naturalization Service

**JURISDICTION**

The area in which the HA has authority under State and local law to administer the program.

**LEASE**

A written agreement between an owner and a tenant for the leasing of a dwelling unit to a tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family.



**LIVE-IN AIDE**

A person residing with an elderly person(s) or a person(s) with a disability solely for the purpose of providing medical care. The need for such care must be medically verified. Live-in aides are not counted as family members and their income is not included in the calculation of family income. The name of a live-in aide will not be listed on the lease, calculation sheet, or 50058. The notation “live-in aide” will be made on the calculation sheet for bedroom size determination purposes only. The name of a live-in aide shall be noted on a comment sheet. Tenant must request and receive approval for each and any live-in aide.

**LOCAL PREFERENCE**

A preference used by the HA to select among applicant families.

**LOW-INCOME FAMILY**

A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**LUMP-SUM BENEFIT**

A payment of monthly benefits for a previous period which may be included as income (except such lump sums of Social Security shall not be counted as income). Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing program may be counted as income.

**MINOR**

A person less than 18 years of age (head of household, spouse, or an unborn child may not be counted as a minor).

**MIXED FAMILY**

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

**NATIONAL**

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

**NET FAMILY ASSETS**

Effective January 1, 2024 or thereafter upon HUD issuance of the revised 50058 form, net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.

In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family 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 years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are: (1) The value of necessary items of personal property; (2) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (3) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; (4) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (5) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (6) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government. (7) Interests in Indian trust land; (8) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (9) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (10) Family Self-Sufficiency Accounts; and (11) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

**NONCITIZEN**

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

**PERSON(S) WITH A DISABILITY**

A person who has disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) which defines a developmental disability as:

“severe chronic disability that (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age twenty-two; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care; (2) receptive and responsive language; (3) learning; (4) mobility; (5) self-direction; (6) capacity for independent living; and (7) economic self-sufficiency; and (e) reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong extended duration and are individually planned and coordinated.”

**PREMISES**

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

**REAL PROPERTY**

Same meaning as that provided under the laws of the State in which the property is located.

**REMAINING FAMILY MEMBERS**

The sole remaining family member after a reduction in family size shall be permitted to remain in the housing if over the age of 18 and able to live independently.

**RESIDENT OF AREA**

A family living in the HA’s jurisdiction, working in the HA’s jurisdiction or notified that they are hired to work in the HA’s jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

**RESPONSIBLE ENTITY**

The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status.

**SEASONAL WORKER**

An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

**SECURITY DEPOSIT**

An amount deposited by the tenant to the HA to cover the expenses of any repairs of damages to the premises greater than normal wear and tear.

**SINGLE PERSON**

A person who lives alone or intends to live alone who does not qualify as an elderly family, displaced person or the remaining member of tenant family.

**SPECIAL ADMISSION**

Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

**SPOUSE**

The marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or co-heads.

**TENANT**

The person or persons (other than the live-in aide) who execute the lease as lessee of the dwelling unit.

**TOTAL TENANT PAYMENT**

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNEARNED INCOME**

Any annual income, as calculated under 5.609 that is not earned income.

**UTILITY ALLOWANCE**

The HA's estimate of the average monthly utilities (except telephone, cable and internet) for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by unit type and size (number of bedrooms).

### **UTILITY REIMBURSEMENT**

The amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment.

### **VERY-LOW INCOME FAMILY**

A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

### **VICTIM WITNESS**

1. A family who has:
  - a. Critical knowledge of a felonious crime.
  - b. The protection and sanction of the local authority.
  - c. Has been determined eligible for relocation costs and other benefits provided by the local authority.

### **VIOLENT CRIME**

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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## XXIII. Regulatory Citations

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<sup>1</sup> 24 CFR Part 1

<sup>2</sup> 24 CFR Part 100

<sup>3</sup> 24 CFR Part 8

<sup>4</sup> 24 CFR Part 146

<sup>5</sup> 24 CFR § 960.103

<sup>6</sup> 24 CFR § 960.203

<sup>7</sup> 24 CFR §§ 8.21, 8.23, 8.24, and 8.25

<sup>8</sup> 24 CFR § 100.204

<sup>9</sup> 24 CFR § 8.24 (a) (2)

<sup>10</sup> 24 CFR § 8.24

<sup>11</sup> 24 CFR § 8.23 (b)

<sup>12</sup> 24 CFR § 8.24 (a) (1)

<sup>13</sup> 24 CFR § 8.24 (b)

<sup>14</sup> 24 CFR § 8.32 (c)

<sup>15</sup> 24 CFR § 8.26

<sup>16</sup> 24 CFR § 8.26

<sup>17</sup> 24 CFR § 8.32 (c)

<sup>18</sup> 24 CFR §§ 8.32 (c) and §40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6 (3)

<sup>19</sup> 24 CFR § 906.202 (a)

<sup>20</sup> 24 CFR § 8.20 and 8.21

<sup>21</sup> 24 CFR § 8.6

<sup>22</sup> 24 CFR § 8.6

<sup>24</sup> 24 CFR § 8.6

<sup>25</sup> 24 CFR § 960.103 (b)

<sup>26</sup> 24 CFR § 5.500 Subpart E

<sup>28</sup> 24 CFR § 960.203

<sup>29</sup> 24 CFR § 960.206

<sup>30</sup> 24 CFR § 85.42

<sup>34</sup> 24 CFR § 960

<sup>35</sup> 24 CFR § 960.203 (c)

<sup>36</sup> 24 CFR § 960.203 (c)

<sup>37</sup> 24 CFR § 960.203

<sup>38</sup> 24 CFR § 8.3 Definition: Qualified individual with disabilities

<sup>39</sup> 24 CFR § 960.203

<sup>40</sup> 24 CFR § 960.203 (c)(1)

<sup>41</sup> 24 CFR § 960.208

<sup>42</sup> 24 CFR § 960.203 (c)(1)

<sup>43</sup> 24 CFR § 960.203 (c)(2)

<sup>45</sup> 24 CFR § 8.2 Definition: Qualified individuals with Disabilities

<sup>46</sup> 24 CFR § 960.202(A)

<sup>47</sup> 24 CFR § 8.2 Definition: Qualified individual with Disabilities

<sup>48</sup> 24 CFR § 960.203(d)

<sup>49</sup> 24 CFR § 960.203 (d)

<sup>50</sup> 24 CFR § 5.403

<sup>51</sup> 24 CFR § 5.603

<sup>52</sup> 24 CFR § 5.500

<sup>53</sup> 24 CFR § 5.400

<sup>54</sup> 24 CFR § 960.203

<sup>55</sup> 24 CFR § 960.208(b)

<sup>56</sup> 24 CFR § 960.208(a)

<sup>57</sup> 24 CFR § 966

<sup>58</sup> 24 CFR § 966.4 (p)

- <sup>59</sup> 24 CFR § 966.4 (c)(3)
- <sup>60</sup> 24 CFR § 966.4 (O)
- <sup>61</sup> 24 CFR § 966.4 (i)
- <sup>62</sup> 24 CFR § 960.203 (c) and 966.4(a)(1)(v)
- <sup>63</sup> 24 CFR 966.4 (f)(3) & (c)(2)
- <sup>64</sup> 24 CFR § 966.4 (f)(3)
- <sup>65</sup> 24 CFR § 966.4 (f)(2)
- <sup>66</sup> 24 CFR § 966.4 (f)(3)
- <sup>67</sup> 24 CFR § 100.5
- <sup>71</sup> 24 CFR § 5
- <sup>72</sup> 24 CFR § 966.4 (c) (2)
- <sup>73</sup> 24 CFR § 966.4 (c) & (o)
- <sup>75</sup> 24 CFR § 960.259 (c)
- <sup>77</sup> 24 CFR § 966.4 (l) (3)
- <sup>76</sup> 24 CFR § 966.4 (l) (2)
- <sup>77</sup> 24 CFR § 966.4 (l) (3)
- <sup>78</sup> 24 CFR § 965 & 966.4 (b) (2)
- <sup>79</sup> 24 CFR § 5.609
- <sup>81</sup> 24 CFR § 5.609 (d)
- <sup>82</sup> 24 CFR § 5.611