

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**CHEYENNE HOUSING AUTHORITY**

***Adopted 12/21/2017***

**Cheyenne Housing Authority  
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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

This Admissions and Continued Occupancy Policy defines the Cheyenne Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Cheyenne Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Cheyenne Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the CHEYENNE Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Cheyenne Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Cheyenne Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Cheyenne Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity. Housing Discrimination complaints may be filed by the tenant with HUD, FHEO office, Denver Hub, or on the HUD website.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to

take full advantage of the Cheyenne Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way

that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Cheyenne Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Cheyenne Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations. Requests can be submitted to the Housing Supervisor, who is appointed as the 504 Coordinator.

## **2.1 COMMUNICATION**

The CHA will, upon request, provide applicants and residents a Request for Reasonable Accommodation form. CHA encourages applicants and residents to make a request for a reasonable accommodation in writing on the forms provided by CHA, but all requests which are made will be considered, even if not on the provided forms or not in writing.

If needed, applicants and residents may request assistance from CHA staff regarding the completion of forms or documentation for requesting a reasonable accommodation. When assistance is so provided by CHA staff, it will remain the responsibility of the person making the request to provide the underlying information needed for the completion of forms/documentation and to obtain needed or requested documentation from their own records or third party sources.

All decisions granting or denying requests for reasonable accommodations will be in writing. Prior to making a decision to grant or deny a request for reasonable accommodation, CHA may request, if needed, reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Cheyenne Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Cheyenne Housing Authority may request reliable information that the requested accommodation is needed due to the disability. This could include requesting further information regarding the nature of the accommodation being requested. This could also include requesting information that shows the relationship between the person's disability and the need for the requested accommodation.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 1. Would the accommodation constitute a fundamental alteration? The Cheyenne Housing Authority's business is housing. If the request would alter the fundamental business that the Cheyenne Housing Authority conducts, that would not be reasonable. For instance, the Cheyenne Housing Authority would deny a request to have the Cheyenne Housing Authority do grocery shopping for a person with disabilities.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Cheyenne Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Cheyenne Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Cheyenne Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Cheyenne Housing Authority's programs and services, the Cheyenne Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, shall be borne by the Cheyenne Housing Authority unless providing them would be an undue financial ~~or~~ and administrative burden or a fundamental alteration of CHA's programs, or unless CHA can accommodate the individual's needs through other means. If another party pays for the

modification, the Cheyenne Housing Authority may seek to have the same entity pay for any restoration costs.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **2.3 ANIMALS THAT ASSIST THE DISABLED**

An assistance animal works, provides assistance, or performs tasks for the benefit of a person with a disability. Assistance animals perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. See CHA's attached Policy for Animals that Assist the Disabled.

### **3.0 SERVICES FOR LIMITED ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Cheyenne Housing Authority will endeavor to accommodate people with limited English proficiency. The CHA will implement a Limited English proficiency procedure in order to attempt to address the translation needs, both of documents and verbal communications, of persons with limited English proficiency.

### **4.0 FAMILY OUTREACH**

The Cheyenne Housing Authority will publicize, as necessary, the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means. The Cheyenne Housing Authority may also circulate housing availability information to the media, including Public Service Announcements, and community service providers.

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released by the Cheyenne



Housing Authority unless there is a signed release of information request from the applicant or tenant.

The Cheyenne Housing Authority will exercise appropriate security measures to protect the confidentiality of tenant and applicant information within its control. These security measures may vary depending upon the form and nature of the protected information. The Cheyenne Housing Authority will comply with HUD requirements regarding the security of tenant/applicant data obtained from HUD managed databases. The Cheyenne Housing Authority will maintain all tenant and applicant criminal background information in a separate, secure location with access limited to the Housing Supervisor and other staff who have been delegated access. The Housing Supervisor will be responsible to dispose of this confidential information, in an appropriate fashion, once the information has served its purpose.

## **6.0 REQUIRED POSTINGS**

In each of its offices, the Cheyenne Housing Authority will post, in a conspicuous place, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Policy
- J. Fair Housing Poster

- K. Equal Opportunity in Employment Poster
- L. Any current Cheyenne Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications for the public housing units in Cheyenne will be accepted during regular business hours at: 3304 Sheridan Street, Cheyenne, WY 82009. Applications for the public housing units in Laramie will be accepted during regular business hours at: 1264 N. 4<sup>th</sup> Street, Laramie, WY 82072.

Applications are taken to compile a waiting list. Due to the demand for housing in the Cheyenne Housing Authority jurisdiction, the Cheyenne Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Cheyenne Housing Authority will verify the information.

Applications may be made in person at the Cheyenne Housing Authority Offices located at the addresses listed above on Monday through Friday, 8:30 a.m. through 12 p.m. (noon) and 1 p.m. through 5 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Cheyenne Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Cheyenne Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TTY) is available for the deaf. The TTY telephone number is accommodated through the Wyoming Telecommunications Relay Service at 1-800-877-9965 (TTY) or 1-800-877-9975 (voice).

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Cheyenne Housing Authority will make a preliminary determination of eligibility. The Cheyenne Housing Authority will notify the family in writing of their placement on the waiting list. If the Cheyenne Housing Authority determines the family to be ineligible, the notice will state the reasons therefore

and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report, in writing, any changes in their applicant status including changes in family composition, income, or preference factors. The Cheyenne Housing Authority will annotate the applicant's file and will update their place on the waiting list. Applicants are responsible to ensure that their current address is on file with the Cheyenne Housing Authority.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Cheyenne Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Cheyenne Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

#### **A. Family status.**

1. The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:
  - a. A single person, who may be an elderly person, displaced person near-elderly person or any other single person; or
  - b. 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 near-elderly family;
    - A disabled family;

- A displaced family; and
- The remaining member of a family.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) are:

*Disabled family* means a family whose head (including co-head), spouse or sole member is a person with a disability.

*Elderly family* means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

*Near elderly family* means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Cheyenne Housing Authority.
5. If the Cheyenne Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

6. Income limit restrictions do not apply to families transferring within the CHA Public Housing Program.

C. Citizenship/Eligibility Status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

1. Family eligibility for assistance.

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)

- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must disclose a valid Social Security Number (SSN) and provide documentation of each disclosed SSN, with the exception of the following individuals:

1. Individuals who do not contend to have eligible immigration status;
2. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
3. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

If a child under the age of 6 years was added to an applicant household within the 6-month period prior to the household's date of admission, the assistance applicant may become a participant as long as verification of a valid Social Security Number for the child is submitted to CHA within 90-days from the date

of admission into the program. The CHA will grant an extension of one additional 90-day period if the CHA determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances beyond the control of the applicant. If the applicant family fails to produce the required documentation within the required time period, the CHA will terminate the lease.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Cheyenne Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - b. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - c. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Cheyenne Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Cheyenne Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Cheyenne Housing Authority may consider objective and reasonable aspects

of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Cheyenne Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Cheyenne Housing Authority will require third party verification of the information provided. Such verification may include but may not be limited to the following:

1. A credit check for all adult household members;
2. A rental history check of all adult family members or other such information consistent with part B of this section;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State and local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Cheyenne Housing Authority may require the applicant/household to contact law enforcement agencies where the individual had lived and request a background check or request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. The CHA will endeavor to check the sex offender registration lists for all areas where applicants/tenants previously resided, to the extent that information is available to the CHA. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDNS FOR DENIAL**

The Cheyenne Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program (including mail that is returned as undelivered or undeliverable);
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have any household member who has currently engaged in, or has engaged in during a reasonable time before the admission decision:
  1. Drug related criminal activity;
  2. Violent criminal activity;
  3. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
  4. Other criminal activity that would threaten the health or safety of the Cheyenne Housing Authority or any of its employees, agents, contractors, or



subcontractors.

In making the determination whether this section is applicable to conduct by a household member, the following guidelines shall be used:

1. A household member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
2. The period of time that constitutes “a reasonable time” shall be determined on a case-by case basis, applying the following guidelines, but in no case shall be a period of time less than five years (as measured from the commission of the crime to the date of the admission decision):
  - a. Time spent in prison or jail shall be excluded from the calculation of reasonable time;
  - b. The period of reasonable time may be extended beyond five years for a period of up to three additional years when the criminal activity at issue includes serious violent crimes (i.e. criminal activity resulting in death, disability, incapacitation or serious bodily injury) or sexual offenses (i.e. criminal activity resulting in rape attempted rape, sexual assault, indecent liberties with a child, child pornography, etc.).
  - c. The period of reasonable time may be extended beyond five years for a period of up to three additional years when the criminal activity at issue within the usual five year period involves a pattern of criminal activity to which this section applies.
  - d. In no case may the total extensions of time exceed three years, which means that the maximum length of “a reasonable time” is eight years.
3. Different criminal acts over a period of time may be considered individually and/or collectively in determining whether a member of the household has engaged in criminal activity covered by this section. In determining whether a series or pattern of different criminal acts constitutes criminal activity covered by this section, criminal acts which are beyond the determined “reasonable time” may be considered if they are part of that series/pattern, as long as there are criminal acts in the series/pattern which also fall within the period of “reasonable time.” In the event that a series or pattern of criminal acts is determined to be subject to this section, the date of the commission of the last act in the series/pattern shall be used to determine whether it falls into the period of “reasonable time” and for the determination of eligibility for reapplication.

4. Consideration shall be given to the following factors relevant to the decision to provide or deny assistance: the resulting effect on the community if a decision to assist (or deny assistance) is made; the demand for assisted housing by families who meet assistance eligibility criteria; and the effect of the decision on the integrity of the Cheyenne Housing Authority's housing programs.

5. Consideration may be given to other circumstances relevant to the decision to provide or deny assistance, including, but not limited to, such factors as: the seriousness of the criminal activity; the extent to which the household member has taken (or has not taken) responsibility for the criminal activity; the extent to which the household has taken all reasonable steps to prevent or mitigate the criminal activity; the effect of a potential decision to deny assistance on household members not involved in the criminal activity; and mitigating circumstances causing or relating to the criminal activity.

If a determination is made that a household is ineligible for assistance under the terms of this section, that household shall remain ineligible and may not reapply for assistance until the period of "reasonable time" since the offending criminal activity has expired.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts (including community service hours) to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Have any household member who was evicted from federally-assisted housing within five years (measured from the date of eviction) for drug-related criminal activity. However, the Cheyenne Housing Authority may admit the household if it determines:
  - 1. That the evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Cheyenne Housing Authority; or
  - 2. That the circumstances leading to the eviction no longer exist (for example, the criminal household member had died or is imprisoned).
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled

Substances Act, 21 U.S.C. 802;

- L. Have any household member who is currently engaging in the illegal use of a drug; or if any household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or if any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse by a household member who is no longer engaging in such abuse, the Cheyenne Housing Authority may consider whether the household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated.

- M. Have engaged in or threatened abusive or violent behavior towards any Cheyenne Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** Have any household member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Q. **Denied for Life:** Have any household member who is subject to a lifetime registration requirement under any state's sex offender registration program.
- R. VAWA – Violence Against Women Act protections  
See section 16.9 Violence Against Women Act Policies.

## 8.5 ***INFORMAL REVIEW***

- A. If the Cheyenne Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Cheyenne Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request, in writing, an informal review of the decision within fourteen (14) calendar days of the denial. The Cheyenne Housing Authority

will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Cheyenne Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Cheyenne Housing Authority's decision. The Cheyenne Housing Authority must notify the applicant of the final decision in accordance with its Grievance Policy.

- B. The participant family may request that the Cheyenne Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family, in writing, within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 10 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

- C. Housing Discrimination complaints may be filed by the tenant with HUD, FHEO office, Denver Hub, or on the HUD website.

## **9.0 MANAGING THE WAITING LIST**

### ***9.1 OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Cheyenne Housing Authority and the applicant should be documented in the applicant file.
- D. Applicants may contact the Cheyenne Housing Authority on the 13<sup>th</sup>, 14<sup>th</sup>, or 15<sup>th</sup> of each month to check their placement on the waiting list.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be close to being offered a unit, the family will be invited to a pool meeting and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Cheyenne Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

## **9.4 PURGING THE WAITING LIST**

The Cheyenne Housing Authority will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents the interested families for whom the Cheyenne Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

## **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Cheyenne Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program (including mail that is returned as

undelivered or undeliverable); or

- C. The applicant does not meet either the eligibility or suitability criteria for the program.

## **9.6 MISSED APPOINTMENTS**

All applicants who fail to respond to or keep a scheduled appointment with the Cheyenne Housing Authority will be sent a notice of termination of the process for eligibility. (It is the applicant's responsibility to ensure that their current mailing address is on file with the Cheyenne Housing Authority.)

Meetings will begin promptly at the scheduled time. Applicants who are late for the scheduled meeting will be denied participation in the meeting and the Cheyenne Housing Authority will consider them to have missed the meeting.

The Cheyenne Housing Authority will allow the family to reschedule for good cause. Generally no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Cheyenne Housing Authority will work closely with the family to find a more suitable time.

## **9.7 REINSTATEMENTS**

Applicants removed from the waiting list due to non-response can be reinstated upon request within 15 days of the cancellation. If the cancellation was due to non-response of action required, the completed action must accompany the request for reinstatement (i.e. completed paperwork must be returned in order to be reinstated). The reinstatement timeframe may be extended to 30 days in the case of extenuating circumstances beyond the applicant's control. At its sole discretion, CHA may request documentation to support the extenuating circumstances.

# **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

## **10.1 PREFERENCES**

The CHA will select families based on the following preferences. A family qualifying for one of the preferences listed below is given the same priority as a family qualifying for more than one preference. After preferences, CHA will determine priority based upon the date and time of pre-application.

A family may qualify for a preference at any time they are on the waiting list, but must qualify for the preference at the time of the eligibility pooling meeting. All preferences must be documented by evidence, which must include verification by a reputable and professional third party.

Applicants not eligible for the preference will be placed on the regular waiting list as of the date and time of their pre-application.

All preferences will receive the same weight and preference-qualified applicants will be offered HCV

assistance before other applicants. The preferences are listed below in random order with no hierarchical system.

- 1) The following preferences apply only to elderly households, disabled households and households with dependents:
  - A. Displaced person(s): Individuals or families displaced by government action or 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.
  - B. Families residing in CHA owned properties who are required to move and who cannot be placed in another CHA owned unit. To qualify for this preference, the family must be in good standing. A household will be considered to be in good standing if it is in compliance with the terms of their Lease and CHA policies and house rules.
  - C. Person(s) who reside in the CHA jurisdictional service area or who are working or have been hired to work in the CHA jurisdictional service area.
  - D. Homeless person(s) referred to the CHA by a local agency providing the applicant case management to assist in eliminating chronic homelessness. Applicants must be actively and currently engaging in case management for at least 6 months from the time of selection from the waiting list. Applicants terminated or evicted from any CHA program or unit will not be eligible for a homeless preference.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, once they are housed, must sign the lease form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature(s) applies or the circumstances of a current public housing household change to require the accessible feature(s). Any family required to transfer will be given a 30-day notice.

## ***10.2 OCCUPANCY STANDARDS***

### **10.2.A. OVERVIEW**

Occupancy standards are established by CHA to ensure that units are occupied by families of the

appropriate size. Occupancy standards maintain the maximum usefulness of the units while preserving them from excessive wear and tear or underutilization. The occupancy standards describe the methodology CHA will use to determine the size unit for which a family qualifies, and identify the minimum and maximum number of household members for each unit size. Circumstances under which an exception to the occupancy standards may be approved are also identified.

#### **10.2.B. DETERMINING UNIT SIZE**

In selecting a family to occupy a particular unit, the CHA may match characteristics of the family with the type of unit available, including the number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. CHAs are permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB p. 62].

Although the CHA does determine the size of unit the family qualifies for under the occupancy standards, the CHA does not determine who shares a bedroom/sleeping room.

The CHA's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

The CHA will reference the following standards to determine the appropriate unit bedroom size for a family.



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

To ensure appropriate use of needed resources, CHA will use these occupancy standards and the following guidelines. This will serve to ensure that families have the appropriate amount of space and are neither over housed nor under housed.

CHA will use the same occupancy standards for all of its Public Housing developments, as follows:

- Generally, there is a minimum of one person and a maximum of two persons per bedroom. CHA does not determine who shares a bedroom.
- The family is given the choice of which bedroom size is appropriate for their family, as long as the number of family members is within the range listed in the chart above.
- Once the family has selected an eligible bedroom size they will be placed on the waiting list for that bedroom size. Changes to the bedroom size cannot be made unless a qualifying event occurs. Qualifying events include:
  - Changes in the family composition (removing or adding household members) which result in the family no longer being eligible for the chosen bedroom size.
  - Changes in the ages of children, resulting in two children of the opposite sex with one at least child being seven (7) years of age. These children will not be required to share a bedroom.
  - Addition of persons of different generations (grandparent or grandchild, parent and child). These family members will not be required to share a bedroom.
  - Need for a different bedroom size as a reasonable accommodation for a disability.
- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide’s family.
- Single person families will be allocated either a zero (efficiency) or one bedroom unit.
- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.

A household that contains a family member (not the head of household or spouse) enrolled as a full-time student at an institution of higher learning and on the lease will be counted for the purposes of establishing occupancy standards for unit size if:

- The family member is enrolled and actively attending a two-year or four-year college or university; and
- The family member resides in the public housing unit during school breaks and holidays.

A household in which the parent shares joint custody of a dependent child shall include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:

- The head of household is legally entitled to physical possession of the child more than 50% of the time; and
- The child actually physically resides in the unit with the head of household more than 50% of the time; and
- If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.

## **10.2.C.EXCEPTIONS TO OCCUPANCY STANDARDS**

### **Types of Exceptions:**

CHA will consider granting exceptions to the occupancy standards at the family's request if CHA determines, in its sole discretion, the exception is justified by the relationship, age, health or disability of family members or other personal circumstances.

An exception may be granted to allocate a separate bedroom to a family member if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of disability and need for the medical equipment is required by CHA prior to allocation of the separate bedroom.

When evaluating exception requests CHA will consider the size and configuration of the unit. In no case will CHA grant an exception that is in violation of local housing or occupancy codes, regulations, or laws.

Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees, in writing not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.

If the waiting list of a certain bedroom size has been exhausted, in order to prevent excessive or prolonged vacancies, CHA may assign an eligible applicant family to a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available to which the family can transfer. This requirement will be a provision of the lease agreement and the family will be notified in writing of this stipulation at the time of admission. The family will also be placed on the transfer wait list.

### **Processing Exceptions**

All requests for exception to the occupancy standards must be submitted in writing.

In the case of a request for exception as a reasonable accommodation, CHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, CHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

If the request was made by an applicant family, the decision to approve or deny the request will be made within 30 days of receipt of the request. If the request was made by a family currently housed in public housing, the decision to approve or deny the request will be made within 30 days of receipt of the request. Approved requests may require a transfer to a larger size unit. CHA cannot guarantee that the family will be transferred to a unit at their current housing location.

If a request is denied, the family will be advised in writing of their right to grievance in accordance with the Grievance Policy.

In the event that adding eligible family members to the lease results in exceeding the maximum number of persons allowed in the unit, the resident shall have the right to request a transfer to a larger unit. The Public Housing Specialist will place the family on the transfer wait list. The additional household member(s) will be added if such person(s) are eligible as determined pursuant to this policy, and the resident meets all other requirements and conditions.

### **10.3 SELECTION FROM THE WAITING LIST**

The Cheyenne Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### **10.4 DECONCENTRATION POLICY**

It is Cheyenne Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Cheyenne Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

### **10.5 DECONCENTRATION INCENTIVES**

The Cheyenne Housing Authority may offer one or more incentive to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

### **10.6 OFFER OF A UNIT**

The selection and assignment of applicants to suitable housing will assure equal

opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.

Each qualified *family first on the waiting list with the highest priority for the available type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal* will be made one offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first. Elderly, handicapped or disabled applicants that qualify for a one bedroom unit may be offered up to two units before being dropped from the waiting list. The unit offer will be made to the applicant by first class US Mail.

#### **10.7 ACCEPTANCE OF UNIT**

The applicant has three (3) *business* days from the date the offer was made to accept the unit. A Supervisor may extend this deadline to accommodate delays outside the control of the family. A unit offer will be considered accepted once the required security deposit has been paid.

The applicant will be offered an opportunity to view the unit. Notification of acceptance or rejection must be received prior to close of business by the deadline indicated above. No response within three (3) business days will be considered a rejection.

#### **10.8 REJECTION OF UNIT**

If the applicant does not accept the offer, he/she will be removed from the Waiting List. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the CHA clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap, the applicant will not be dropped from the Waiting List. A lease requirement for a 30 day notice to vacate does not meet the criteria for a good cause refusal, and an inability to move based on finances does not meet the criteria for a good cause refusal. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse, if the requirements outlined above have been met. Examples of good cause reasons for refusal of an offer include, but are not limited to:

- a) 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. If an applicant refuses a unit because it is not ready for move-in, the applicant should be offered the next unit that is ready for move-in.

- b) Inaccessibility to source of employment, education, job training, children's day care, 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 day care or an educational program for children with disabilities.
- c) The family demonstrates to the CHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- d) 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.
- e) 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 the 30-day notice to move.

Documentation of unit offers, unit acceptance or unit rejection, and reasons for rejecting the unit will be maintained in the applicant's file.

### **Dwelling Units with Accessible/Adaptable Features**

1. Before offering a vacant accessible unit to a non-disabled applicant, the CHA will offer such units:
  - a) First, to a current occupant of another unit of the same development, or other public housing development under the CHA's control, having a disability that requires special features of the vacant unit (transfer)
  - b) Second, to an eligible applicant on the Waiting List having a disability that requires the special features.

When offering an accessible unit to a non-disabled applicant, the CHA will require the applicant to sign an agreement to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the Lease agreement signed with the applicant

The family will be required to pay a security deposit, based on the size of the residential rental unit, as follows:

- 1 Bedroom = \$300
- 2 Bedroom = \$450
- 3 Bedroom = \$600
- 4 Bedroom = \$600
- 5 Bedroom = \$600

Upon written request, the CHA may allow the family to pay the full security deposit amount in up to three (3) consecutive monthly payments. The first payment must be at least 1/3 of the total and must be paid in advance. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges. The family will be required to pay the amount owed in full prior to transfer. The Cheyenne Housing Authority will not apply the existing security deposit against the amount owed.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Cheyenne Housing Authority counts the income of all adult family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Cheyenne Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a twelve month period (e.g. seasonal or cyclical income), or the Cheyenne Housing Authority believes that past income is the best available indicator of expected future income, the Cheyenne Housing Authority may annualize

the income anticipated for a shorter period subject to a redetermination at the end of the shorter period. Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income, Social Security benefits, and Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the



welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
  - H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
  - I. Monetary assistance, compensation or other assistance received from family, friend, or others.

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution for tuition and required fees;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. 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);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only

available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income, Social Security benefits, and Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program

- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the Cheyenne Housing Authority

The Cheyenne Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, unreimbursed disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the unreimbursed medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for unreimbursed disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined unreimbursed disability assistance expenses and unreimbursed medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### ***11.4 RECEIPT OF A LETTER OR NOTICE FROM CHA CONCERNING INCOME***

- A. If a public housing resident receives a letter or notice from CHA concerning the amount or verification of family income, the letter shall be responded to within fifteen (15) calendar days of the date of the letter or notice.
- B. The Public Housing Coordinator and/or the Housing Supervisor shall reconcile any difference between the amount reported by the resident and the amount listed in the CHA communication. This shall be done as promptly as possible.
- C. After reconciliation is complete, the Cheyenne Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Cheyenne Housing Authority shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

## **11.5 COOPERATING WITH WELFARE AGENCIES**

The Cheyenne Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Cheyenne Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION**

In accordance with 24 CFR §5.236(b)(2)(3) and administrative guidance issued by HUD, the CHA will utilize HUD's Enterprise Verification System (EIV), in its entirety, as a third party source to verify tenant reported employment and income information during mandatory reexaminations or re-certifications of family composition and income.

The Cheyenne Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance..

CHA is required to verify information relating to eligibility, assets, income, and deductions from income, admission preferences, and compliance with applicant selection criteria. Examples include but are not limited to:

Eligibility for admission, such as:

- Income, assets and asset income (24 CFR § 5.609);
- Divested assets (24 CFR § 5.609);
- Family composition (24 CFR § 5.403);
- Social Security numbers (24 CFR §5.216);
- Citizenship or Eligible Immigration Status (24 CFR § 5.508); and
- Required criminal history review (24 CFR § 960.204).

Local or Ranking preferences (24 CFR § 960.206), such as:

- Displacement by natural disaster, governmental action, domestic violence;
- Income targeting, income tiers, deconcentration, broad range of income goals;
- Preference for workers or those attending school;
- Veteran or serviceperson status – not specified in the regulations; and
- Living, working or being hired to work in the CHA's jurisdiction.

Deductions (24 CFR § 5.617), such as:

- Family members (other than head or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;
- Full time student status of family members other than head or spouse;
- Child care costs;
- Disability assistance expenses (working families only); and
- Unreimbursed medical costs (Elderly and Disabled Families only).

Standards for Applicant Selection Criteria (24 CFR § 960.203), such as:

- Documented ability to abide by PHA lease requirements;
- Landlord references;
- Home visits;
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home;
- Utility history; and
- Criminal history of all adult family members.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### ***13.1 FAMILY CHOICE***

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:



1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income;  
or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Cheyenne Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the Cheyenne Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance policy to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance policy.

#### **13.4 THE FLAT RENT**

The Cheyenne Housing Authority has set a flat rent for each Public Housing unit. The flat rent will be set at no less than 80% of the applicable Fair Market Rent for each unit, as required by the Consolidated Appropriations Act of 2014. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3). The Cheyenne Housing Authority will provide the tenant with a comparison of what their rent contribution would be using the percentage of income calculation (based upon the most recent verified information in the file) and the flat rent at the time of their annual recertification.

The Cheyenne Housing Authority will post the flat rents at each of the developments and

at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### **13.5 CEILING RENT**

The Cheyenne Housing Authority has not set a ceiling rent for each public housing unit. The Authority has established a Flat Rent, which is assumed to achieve the same result as a ceiling rent.

### **13.6 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Cheyenne Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Cheyenne Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. The Total Tenant Payment will be determined in accordance with Section 13.0. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

- B. CHA will subtract the total tenant payment from the CHA established flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”)
- C. CHA will divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member with eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- D. CHA will then multiply the member maximum subsidy by the number of family members who have citizenship or eligible citizen status (“eligible family members”).

The product of steps A through D is the amount of subsidy for which the family is eligible. The family’s rent is the CHA-established flat rent minus the amount of eligible subsidy.

If the mixed family’s total tenant payment is greater than the flat rent, the CHA will use the total tenant payment as the mixed family total tenant payment. The CHA will subtract from the mixed family total tenant payment any established utility allowance and the sum becomes the mixed family rent.

### ***13.7 UTILITY ALLOWANCE***

The Cheyenne Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Cheyenne Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent calculation or the flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Cheyenne Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

In some instances the TTP is less than the utility allowance. In such cases the CHA will process a utility reimbursement payment on behalf of the tenant. The CHA may elect to

pay the utility reimbursement directly to the utility provider (the utility company providing the primary source of heat) on behalf of the tenant.

For Cheyenne Housing Authority paid utilities, the Cheyenne Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Cheyenne Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Cheyenne Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs. Families will also be encouraged to apply for LIEAP assistance.

Requests for relief from surcharges for excess consumption of Cheyenne Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Cheyenne Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### ***13.8 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. Other charges assessed against the tenant during a month are due and payable along with the next month's rent. The Cheyenne Housing Authority will not accept any partial payments of amounts owed. All rents and other charges for the Cheyenne public housing units should be paid at 3304 Sheridan Street, Cheyenne, WY 82009. All rents and other charges for the Laramie public housing units should be paid at 1264 N. 4<sup>th</sup> Street, Laramie, WY 82072. Reasonable accommodations for this requirement may be made for persons with disabilities, upon review, consideration and approval of tenant request. As a safety measure, no cash shall be accepted as a rent payment

If the rent (and other charges payable) is not paid by the seventh of the month, a 14 day termination of lease letter will be issued to the tenant. In addition, a \$30 late charge will be assessed to the tenant. If rent is paid by a check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur a late charge of \$ 30.00 plus an additional charge of \$30.00 for processing costs. The Authority will not accept personal checks from a Tenant who has previously paid the Authority

with a check that was returned for insufficient funds. The Authority is not required to make any additional effort to process for payment a check that has been returned for insufficient funds but may, in its discretion and without notice to the tenant, resubmit such check for payment.

Repeated late payment (defined as three or more occasions within a 12 month period where the tenant fails to pay the amount of rent or other charges when due) shall constitute grounds for termination of the lease and eviction of the tenant. No payment (full or partial) shall be accepted once forcible entry and detainer (FE&D) proceeding has been initiated against the tenant.

A tenant may not regard any oral representation from any Authority employee, officer, or agent as any form of waiver of, departure from, or alteration of terms and requirements regarding paying rent set forth in this section. In the event that the Authority does accept payment from a tenant in a manner contrary to the terms and requirements of this section, such an acceptance shall not constitute or be deemed as a waiver of its right to enforce the terms and requirements of this section relating to any prior or subsequent payment by a tenant.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 General**

Federal regulations require that in order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement.

### **14.2 Exemptions**

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled as defined under 216(I) or 1614 of the Social Security Act, and who certifies that because of this disability she or he is unable to comply with the service provisions
- C. Family members who are the primary care giver for someone who is blind or disabled

- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Cheyenne Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Cheyenne Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Cheyenne Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/01. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **14.4 Volunteer Opportunities**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

#### **14.5 *The Process***

At the first annual reexamination on or after April 1, 2001, and each annual reexamination thereafter, the Cheyenne Housing Authority/Resident will do the following:

- A. Provide information about obtaining suitable volunteer positions.
- B. At the time of annual recertification, all required adult family members will be required to provide third party verification of compliance with the 8 hours per month of community service.
- C. Thirty (30) days before the family's next lease anniversary date, the Cheyenne Housing Authority will review whether each applicable adult family member is in compliance with the community service requirement.

#### **14.6 *Notification of Non-compliance with Community Service Requirement***

The Cheyenne Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance policy; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### **14.7 *Opportunity for cure***

The Cheyenne Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service the Cheyenne Housing Authority shall take action to terminate the lease.

## **15.0 RECERTIFICATIONS**



At least annually, the Cheyenne Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

The Cheyenne Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and opportunity to schedule an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete as part of the recertification process. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the recertification process, the Cheyenne Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 RECERTIFICATION NOTICES AND FAILURE TO COMPLY**

If the family fails to respond to the initial recertification letter, a second recertification letter will be mailed. The second recertification letter will remind the resident of the deadline, allowing for the same considerations for accommodation as above. The letter will also advise that failure by the family to comply fully with the recertification process by the established deadline will result in the Cheyenne Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the

most common types of income excluded, and the categories allowances that can be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Cheyenne Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Cheyenne Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the time of recertification, the Cheyenne Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Cheyenne Housing Authority representative, they may make the selection on the form and return the form to the Cheyenne Housing Authority.

#### **15.4 THE FORMULA METHOD**

During the recertification process, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Cheyenne Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the ceiling rent.

### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### ***15.5.1 SELF-SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES***

Disallowance of increase in annual income:

1. *Initial 12-month exclusion.* During the 12-month period, beginning on the date a qualified and disabled family member is first employed or, the family first experiences an increase in annual income attributable to employment, the CHA will exclude from annual income of a qualified family any increase in employment income of the qualified and disabled family member over prior income of that family member.
2. *Second 12-month exclusion and phase-in.* Upon the expiration of the 12-month period defined in paragraph 1 of this section and for the subsequent 12-month period, the CHA will exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family members baseline income.
3. *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph 1 or 2 of this section is limited to a lifetime 24-month period. The disallowance applies for disallowance under paragraph 1 of this

section and a maximum of 12 months for disallowance under paragraph 2 of this section, during the 24-month period starting from the initial exclusion under paragraph 1 of this section.

## **15.6 INTERIM REEXAMINATIONS**

### **INTERIM REEXAMINATIONS**

Participants are required to report the following changes between annual reexaminations:

- Any changes in family composition which includes but is not limited to:
  1. A member has been added to the family through birth or adoption or court-awarded custody.
  2. A household member is leaving or has left the family unit.
  3. Family break-up

#### *Adding or removing a household member(s) under the age of 18*

If the proposed change is an addition or removal of a household member(s) under the age of 18 years of age, the proposed change must be submitted in writing\* to the CHA office within 10 days of the occurrence.

#### *Adding or removing household member(s) 18 years of age or older.*

If the proposed change is the removal of a household member(s) over the age of 18 years of age, the proposed change must be submitted in writing\* to the CHA office within 10 days of the occurrence. If the proposed change is an addition of a household member(s) 18 years of age or older, the head of household must first receive written permission from the CHA before this person may begin living in the unit. In order to add a household member other than through birth or adoption (including a live-in aide) the family must request permission from the CHA that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an Additional Member Application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number in a manner consistent with the requirements in Section 8.2 D above, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Cheyenne Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Cheyenne Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will

be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

#### *Family Break-up*

In circumstances of a family break-up, the Cheyenne Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household. See section 16.9, Violence Against Women Act Policies.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Cheyenne Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Cheyenne Housing Authority will make determinations on a case by case basis.

The Cheyenne Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 8.5.

#### *Families contributing zero dollars to rent amount*

If during an annual reexamination the CHA determines the family will be contributing zero dollars to the rent amount, the CHA may require the family to recertify bi-annually. If the CHA has reason to believe the family may have unreported assets or income, the CHA may elect to conduct a reexamination at any time.

#### *Participants with irregular income*

Participants with a history of employment whose regular reexamination takes place at a

time when they are not employed will have their income calculated based on their past and anticipated employment. Participants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including starting and ending dates.

#### *Participant request for interim reexamination*

At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The CHA will not process an interim reexamination when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity in accordance with federal regulations. For any change to take effect on the 1<sup>st</sup> day of the following month, required documentation of the change must be received and verified by the CHA on or before the 21<sup>ST</sup> of the month in which the change occurred or was reported.

If the new tenant rent is a reduction and the family caused the delay or did not report the change by the 21<sup>st</sup> of the month in which month the occurrence changed, the change will be effective the first of the month after the rent amount has been re-determined and not be retroactive.

#### *FSS Participants*

FSS participants may request an interim reexamination in the event of an increase in income resulting in an increase in the tenant portion of rent. This election is optional to the FSS participant in order to increase their contribution of payments to the FSS escrow account.

#### *Temporary reduction of income*

Interim certifications for temporary reductions in household income will not be processed unless the reduction in household income is projected to be for no less than thirty (30) days.

\* CHA will accept other forms of communication than written to accommodate a disability

### **15.7 SPECIAL REEXAMINATIONS**

If a household's income is too unstable to project for 12 months, including families that temporarily have no income or a negative rent contribution, or have a temporary decrease in income, the Cheyenne Housing Authority may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

### **15.8 *EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the family did not report a change and submit all necessary documentation in a timely manner and the family will have caused an unreasonable delay in the interim reexamination process, the following guidelines will apply.

Increases in Tenant Rent will be effective retroactive to the date they would have been effective had the information been reported on a timely basis. The family will be liable for any underpaid rent from the effective retroactive date until the verification is received by the CHA.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

All changes must be verified in writing by the 21<sup>st</sup> of the month in which the change occurred. The Cheyenne Housing Authority must have all information by the 21<sup>st</sup> of the month in order to make changes by the first of the month following the applicable time period, so long as verifications are received timely.

### **15.9 *Temporary/Extended Absence***

CHA Policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare, in writing, to CHA when a family member is temporarily absent from the household. CHA will accept written and other than written forms of communication to accommodate a disability. CHA will advise the family of their options and how it affects the rent and unit size. CHA distinguishes between absence and abandonment. This Policy for absence assumes that the tenant continues to pay rent and comply with the lease terms and rules of occupancy.

#### **1. Children/Dependents**

- a. Child(ren) in Foster Care: If children are removed from their parents home due to neglect or abuse, the child(ren) will remain a member of the tenant family as long as a reunification plan is in place with the local Social Service Agency. If the family is unable to provide a verifiable reunification plan, the child(ren) will not be counted as part of the

household. CHA will obtain verification from the Social Service Agency.

- b. Dependent Student (other than head of household or spouse): A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (first \$480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.
  - c. Joint Custody of Child(ren): Child(ren) who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year. The days do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents. Because of the number of possible circumstances in which a determination will have to be made, the CHA will make determinations on a case by case basis.
2. Single Parent/Adult Households: When a single parent will be absent for an extended period, CHA will allow another adult to move into the household to care for the child(ren). CHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. The single parent must not be absent from the unit more than 60 days, unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons. When the single parent is required to be on an extended absence, a responsible adult must be present to supervise the child(ren) and the dwelling unit. At CHA's discretion, the other adult may be added as a member of the household in order to allow the family to continue to receive rental assistance. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.
3. Two or More Adult Households
    - a. The Head of the Household may not be absent from the household for more than 60 continuous days. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. CHA will work with the family to change the Head of Household as necessary.
    - b. Absence by other Adult: CHA will consider an adult to be temporarily absent, and not permanently absent, from the household if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town but will return to the household to live when the work is completed, this family member would still be considered a part of the household as a temporarily absent household member.



- c. Absence by all Adults: The adult members of the household cannot be absent for more than 60 continuous days. If the adult members must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated.
4. Sole Member of the Household: The sole member of the household cannot be absent for more than 60 continuous days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated unless the absence is due to medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons. If the sole member must leave the household for medical reasons, CHA will seek verification from a qualified source as to the likelihood and timing of their return. If the qualified source informs CHA that the sole member will not return, they will be considered permanently absent. The length of stay cannot exceed 180 days before CHA will consider the absence permanent. Qualified sources include licensed medical professionals, persons with a valid Power of Attorney and legal guardians. However, because of the variety of possible different circumstances in which a determination will have to be made, the CHA will make each determination on a case by case basis.

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**Permanent Absences.** The family must report in writing to CHA to declare a family member permanently absent from the household. CHA will accept written and other forms of communication than written to accommodate a disability.

1. Spouse and other adult members: If the spouse or other adult member leaves, and the family declares in writing that the spouse or other adult member is permanently absent, CHA will require verification of the move before it will consider them permanently absent and remove them from the lease. CHA will consider a person permanently absent if documentation of one of the following is provided:
  - a. Divorce or Legal Separation;
  - b. Lease in their name at another location;
  - c. Utility bills or other appropriate documentation in their name proving residence at another location;
  - d. Statement from other agencies such as Health and Human Services;
  - e. Protection or Restraining Order obtained by one family member against another;
  - f. Proof of incarceration;
  - g. At CHA discretion, a written statement from the family with a forwarding address.
2. Military (Adult Child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. Children: Children (age 17 and under) will be considered permanently absent as reported by the Head of Household.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations, including victims of domestic violence. See section 16.9 Violence Against Women Act Policies.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Cheyenne Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency medical transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. Medical transfers are available only to the elderly/disabled tenants and require no less than two (2) medical practitioner statements accompanying the request.

Category 2: Administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Cheyenne Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Cheyenne Housing Authority when a transfer is the only or best way of solving a serious problem.

Exceptions: The Cheyenne Housing Authority will grant exceptions to the transfer policy for persons with disabilities requesting a transfer as a reasonable accommodation. In these instances, the Reasonable Accommodation policy will take precedence. The CHA will grant exceptions to the transfer policy for victims of domestic violence in accordance with the VAWA procedures – see section 16.9 Violence Against Women Act Policies.

### **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. For medical transfers, two (2) medical practitioners' statements are required to accompany the request before the request will be considered.

### **16.4 PROCESSING TRANSFERS**

Upon offer and acceptance of a unit by virtue of transfer, the family will be allowed ten (10) business days to complete a transfer and execute all lease up documents. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution. The Security Deposit will be transferred in full to the new lease. If the Security Deposit for the new unit is greater, the tenant must pay the difference within the time limits stated above. Any tenant-caused damages or other amounts owed must be paid prior to the transfer being approved.

The following is the policy for the rejection of an offer to transfer:

- A. If the transfer is being made at the request of the Cheyenne Housing Authority and the family rejects two offers without good cause, the Cheyenne Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Cheyenne Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- B. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.
- D. For medical transfers requested by the tenant, the tenant must accept the next available unit that is offered, regardless of location, so long as the unit offered meets the needs of the tenant, or they will be removed from the transfer waiting list.

## **16.5 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Cheyenne Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Cheyenne Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

## **16.6 TENANTS IN GOODSTANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Cheyenne Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

## **16.7 TRANSFER REQUESTS**

A tenant may request a transfer (Non-Administrative Transfer) at any time by completing a transfer request form. In considering the request, the Cheyenne Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Cheyenne Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting. Generally only medical transfers qualify to be requested by the tenant.

The Cheyenne Housing Authority will grant or deny the transfer request in writing within ten (10) business days after receipt of all information required to be considered relative to the transfer request. The Security Deposit will not be transferred for Non-Administrative Transfers. The Cheyenne Housing Authority will treat the leasing of the new unit as a new lease-up, and the tenant will be required to pay pro-rated rent and security deposit for the new unit prior to issuance of keys and execution of the lease, in addition to all other standard lease-up requirements.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance policy.

## **16.8 RIGHT OF THE CHEYENNE HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **16.9 VIOLENCE AGAINST WOMEN ACT POLICIES**

### **OVERVIEW**

The Cheyenne Housing Authority (CHA) is concerned about the safety of its tenants, and such concern certainly extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. These policies reflect applicable principles of law from the Violence Against Women Act (VAWA) as amended, the Violence Against Women Reauthorization Act of 2013, and the implementing regulations for such laws. These policies are also reflected in an addendum to the lease form used by CHA for public housing. These policies apply only to those housing programs of CHA which constitute

“covered housing programs” (as that term is defined below).

**The purpose of these policies is to provide a description of specific rights, protections, and remedies afforded to victims of domestic violence, sexual assault dating violence, or stalking as related to public housing. Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.**

CHA provides all tenants, program participants, applicants approved for services, and other covered persons a “Notice of Occupancy Rights Under the Violence Against Women Act”. That Notice document also provides a description of rights, protections, and remedies, but it is presented in language which may be easier to read and understand. Any person needing another copy of that Notice may request and obtain it from CHA.

### **Section 1 - Definitions**

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

## **Section 2 - Notification**

### **Notification to Public**

The CHA will make the following information regarding VAWA readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 2)

A copy of the CHA's emergency transfer plan (Exhibit 3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 1 and 2)

Contact information for local victim advocacy groups or service providers

### **Notification to Program Applicants, Tenants and Participants**

CHA will inform program applicants, tenants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits. The VAWA information provided to applicants, tenants and participants will consist of the notices in Exhibits 1 and 2.

If the CHA decides to provide VAWA information to a tenant or participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases, alternative delivery arrangements should be made as to not put the victim at risk.

Whenever the CHA has reason to suspect that providing information about VAWA to a tenant or participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the CHA may decide not to send mail regarding VAWA protections to the victim's unit if the CHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the CHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

### **Notification to Owners and Managers**

The CHA will provide information about owner rights and obligations under VAWA as part of the Landlord Guidebook, available upon request and on the CHA website.

### **Section 3 - Documentation**

The CHA will require documentation when presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse. The individual will be allowed 14 business days to submit the documentation. Documentation includes any one of the following three forms of documentation:

- (1) A completed and signed HUD-approved certification form (Exhibit 2: HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The CHA will not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation.

The CHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the CHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the CHA will be in writing.

Once the victim provides documentation, the CHA will acknowledge receipt of the documentation within 10 business days.

#### **Conflicting Documentation**

If presented with conflicting certification documents from members of the same household, the CHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

When requesting third-party documents, tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the CHA does not receive third-party documentation within the required timeframe (and any extensions) the CHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial.

The CHA will honor any court orders issued to protect the victim or to address the distribution of property.

#### **Discretion to Require No Formal Documentation**



The CHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

If the CHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault or stalking, the CHA will document acceptance of the statement or evidence in the individual's file.

#### **Failure to Provide Documentation**

In order to deny relief for protection under VAWA, the CHA will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the CHA may allow, the CHA may deny relief for protection under VAWA.

#### **Section 4 - Confidentiality**

All information provided to the CHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence. This means that the CHA (1) will not enter the information into any shared database, (2) will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) will not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the CHA will attempt to inform the victim before disclosure occurs so that safety risks can be identified and addressed.

## **17.0 INSPECTIONS**

An authorized representative of the Cheyenne Housing Authority and an adult family member, when possible, will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Cheyenne Housing Authority file and a copy given to the family member. An authorized Cheyenne Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law, the Cheyenne Housing Authority policies and/or lease. The resident's security deposit can be used to offset against any Cheyenne Housing Authority damages to the unit.

### **17.1 MOVE-IN INSPECTIONS**

The Cheyenne Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be

placed in the tenant file.

### ***17.2 ANNUAL INSPECTIONS***

The Cheyenne Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Cheyenne Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This inspection may or may not be conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. The Cheyenne Housing Authority may perform these inspections as needed so long as proper notification is provided to the tenant or the tenant gives permission to the Cheyenne Housing Authority staff to enter the unit for this purpose.

#### **17.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Cheyenne Housing Authority.

#### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Cheyenne Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Cheyenne Housing Authority will give the tenant at least 24 hours written notice.

#### **17.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Cheyenne Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

#### **17.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Cheyenne Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Cheyenne Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Cheyenne Housing Authority to ready units more quickly for the future occupants.

#### **17.9 MOVE-OUT INSPECTIONS**

The Cheyenne Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 PET POLICIES**

### ***18.1 EXCLUSIONS***

Assistance or Companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and therefore are not subject to the Pet Policy but are subject to the attached Policy for Animals that Assist the Disabled.

### ***18.2 PETS IN PUBLICHOUSING***

The CHA allows for pet ownership in its properties with the written pre-approval of the Authority, subject to the terms and conditions listed in CHA's Pet Policy and Pet Policy for Senior and Disabled Properties, attached.

## **19.0 NO SMOKING POLICIES**

This agency-wide smoke free policy is intended to comply with HUD's smoke free requirement and to benefit the Housing Authority and all of its rental property residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of firsthand and secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs that result from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a building that is not smoke-free.

### ***19.1 DEFINITIONS***

"Smoking" is defined as the lighting, burning, inhaling, exhaling or other similar uses of tobacco or any other material in any type of smoking device or equipment. This includes, but is not limited to, cigarettes, electronic cigarettes, clove cigarettes, cigars, pipes, hookahs, bidis, and any item or device that simulates any of these products.

"Electronic Smoking Device/Electronic Cigarettes" means any product containing or delivering nicotine or any other non-prescribed medically necessary substance that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

"Evidence" of smoking includes but is not limited to:

1. seeing a person smoke where smoking is not permitted,
2. seeing cigarette butts, an ashtray or similar container, burn marks, ashes, nicotine stains on walls or ceilings or other smoke damage on the premises,
3. staff seeing or smelling smoke during a visit, and
4. reports from neighbors about seeing or smelling cigarette-like smoke on specific dates and times,
5. seeing a person smoking in a car on CHA property.

## ***19.2 SMOKE FREE PREMISES***

Smoking is prohibited in all CHA rental properties, administrative offices and on all CHA-owned properties. All dwelling units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators shall be smoke free.

### ***19.2.1 Grounds of Buildings***

The smoke free requirement includes all building grounds. Smoking is prohibited anywhere on the grounds adjoining rental housing and office buildings, including entryways, patios, and yards or on the grounds adjoining CHA rental properties and office buildings.

## ***19.3 APPLICABILITY***

This agency-wide policy is applicable to all residents, visitors, Housing Authority employees, contractors, volunteers, and vendors.

## ***19.4 RESIDENT & EMPLOYEE RESPONSIBILITIES***

Residents and household members shall be responsible for enforcing this Policy as to their guests, invitees, visitors, and any other individuals that have entered CHA property for the purpose of visiting the Resident or household member. Further, a Resident shall promptly give the Housing Authority a written statement of any incident where smoke is migrating into the Resident's apartment unit from sources outside the Resident's unit.

Employees and residents who see or smell smoke anywhere on the premises of a CHA building are to report it as soon as possible. A Witness Statement for violations of the Smoke Free Housing Policy will be made available on-line and upon request.

## ***19.5 RIGHT OF RESIDENTS TO SUE OTHER RESIDENTS WHO VIOLATE POLICY***

A Resident may bring legal action against another Resident related to this Smoke Free Policy, but a Resident shall not have the right to evict another Resident. Any legal action between Residents related to this Policy shall not create a presumption that the Housing Authority failed to perform its responsibilities under the Policy.

## ***19.6 VIOLATIONS***

A violation of this Policy shall be considered a material breach of the Resident's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Resident who violates the Policy shall also be charged amounts consistent with the Maintenance Schedule of Charges.

## ***19.7 HOUSING AUTHORITY NOT GUARANTOR OF SMOKE FREE ENVIRONMENT***

The Housing Authority's adoption of this Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Resident or of the smoke free condition of the portions of its properties in which smoking is prohibited under the Policy. However,

the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking violation and the identity of the responsible Resident or has been given written notice of the smoking violation.

The Housing Authority's failure to enforce any part of this smoke-free policy does not negate the right to enforce it in the future.

## **20.0 REPAYMENT AGREEMENTS**

The term *repayment agreement* refers to a formal written document signed by a tenant and provided to the PHA in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

### **General Repayment Agreement Guidelines for Families**

#### ***Down Payment Requirement***

Before executing a repayment agreement with a family, the CHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the CHA that a down payment of 10 percent would impose an undue hardship, the CHA may, in its sole discretion, require a lesser percentage or waive the requirement.

#### ***Payment Thresholds***

Notice PIH 2017-12 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family's monthly adjusted income. However, a family may already be paying 40 per cent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2017-12 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

The CHA has established the following thresholds for repayment of debts:

Amounts \$3,000 and above must be repaid within 36 months.

Amounts between \$2,000 and \$2,999 must be repaid within 30 months.

Amounts between \$1,000 and \$1,999 must be repaid within 24 months.

Amounts under \$1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to the CHA that the threshold applicable to the family's debt would impose an undue hardship, the CHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the CHA will consider all relevant information, including the following:

- The amount owed by the family to the CHA
- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control

- The family's current and potential income and expenses
- The family's current family share, as calculated under 24 CFR 982.515
- The family's history of meeting its financial responsibilities

***Execution of the Agreement***

Any repayment agreement between the CHA and a family must be signed and dated by the CHA and by the head of household and any other adults 18 or older (if applicable).

***Due Dates***

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

***Late or Missed Payments***

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the CHA, the CHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the CHA will terminate assistance.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the CHA will terminate assistance.

***No Offer of Repayment Agreement***

The CHA generally will not enter into a repayment agreement with a family under any of the following conditions:

- The family is already under an existing repayment agreement with the CHA.
- The CHA determines that the family's debt is a result of program abuse or fraud.

***Repayment Agreements Involving Improper Payments***

Repayment agreement involving amounts owed by a family because it underreported or failed to report income shall include:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family must pay to the PHA the monthly payment amount specified in the agreement
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

## **21.0 TERMINATION**

### ***21.1 TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. In all instances, tenants who retain possession of the unit on the first day of the month are responsible for the rent for the entire month. No pro-rated rent will be permitted upon termination.

### ***21.2 TERMINATION BY THE HOUSING AUTHORITY***

Twelve months after the Cheyenne Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Cheyenne Housing Authority will follow the eviction process as defined in the lease. The Cheyenne Housing Authority will provide the required notice of termination, 14 calendar days for non-payment of rent and 30 calendar days for other breaches of the lease. Upon the expiration of the termination notice, the Cheyenne Housing Authority will cause a Notice to Quit to be served. The Cheyenne Housing Authority will then cause a forcible entry and detainer action to be filed. The Cheyenne Housing Authority reserves the right to expedite the process if the health and safety of other tenants, CHA staff, or the property warrant. Tenants may exercise their grievance rights in conjunction with the eviction process where applicable.

The Cheyenne Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- Nonpayment of rent or other charges;
- A history of late rental payments;
- Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- Failure to allow inspection of the unit;



- Failure to maintain the unit in a safe and sanitary manner;
- Assignment or subletting of the premises;
- Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- Destruction of property;
- Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Cheyenne Housing Authority;
- Non-compliance with Non-Citizen Rule requirements;
- Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- Disrupting or permitting guests to disrupt any neighbor's right to peaceful enjoyment of their property; and
- Apparent abandonment of the property by the tenant. The Cheyenne Housing Authority will notify, in writing, the tenant regarding their apparent abandonment of the unit. The notification will be mailed to the units address. The notification will provide the tenant five (5) calendar days to respond. The Cheyenne Housing Authority will proceed to regain possession of the unit if the tenant fails to respond to the written notice within the identified timeframe.
- Other good cause.

The Cheyenne Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **21.3 *TERMINATION OF OVER-INCOME HOUSEHOLDS***

Pursuant to The Housing Opportunity Through Modernization Act of 2016 (HOTMA), CHA will implement HUD requirements for over-income households. For the purpose of this policy, over-income is defined as household income exceeding 120 percent of the Area Median Income (AMI).

If a household is over-income for two consecutive years, CHA will terminate public housing tenancy.

To calculate the over-income limit, CHA will multiply HUD's Very Low Income (VLI) limit by 2.4 or use as yet forthcoming guidance from HUD to calculate the amount of monthly subsidy for the unit.

The two-year clock will start once CHA becomes aware, through an annual reexamination or an interim reexamination, of an increase in income, that a household has reached the over-income limit. If CHA becomes aware, through an annual reexamination or an interim reexamination, of a decrease in income resulting in annual income below the over-income limit, the household is no longer considered over-income and the two-year clock stops. A new two-year clock starts if the households' income subsequently increases to above the over-income limit.

CHA will notify a household of the potential termination of tenancy after one year of the household's income exceeding the over-income limit. The written notification to the household will state that the household income has exceeded the over-income limit for one year, and that if the household's income continues to exceed the over-income limit for the next 12 consecutive months, the household will be subject to termination of tenancy. If, however, CHA discovers through an annual or interim reexamination that a previously over-income household has income that has dropped below the over-income limit, the household is no longer subject to these provisions. The household is entitled to a new 2-year grace period if the household's income once again exceeds the over-income limit.

#### **21.4 ABANDONMENT**

The Cheyenne Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Cheyenne Housing Authority representative may enter the unit and remove any abandoned property. All abandoned property will be considered to be trash and of no value. Any property that clearly has value will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be disposed of. If the Cheyenne Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than \$500, the Cheyenne Housing Authority will mail a notice by certified mail of the disposition to the resident and then wait seven (7) calendar days. If the family does not respond within seven (7) calendar days of the date of delivery of the notice, the property will be considered abandoned and the Cheyenne Housing Authority may immediately retain or dispose of the property.

If the family responds, in writing, within seven (7) calendar days of the date of delivery of the notice, the property shall be held for an additional seven (7) calendar days after the notice is received. Tenant must take possession of property within this additional seven-day period or the property will immediately be disposed of or retained.

In all instances, the Cheyenne Housing Authority shall be entitled to payment for storage and removal costs. Payment of these costs shall be made prior to tenant's removal of property from storage. Cheyenne Housing Authority is not responsible for any damage or loss to the renter resulting from storing the property.

Within thirty (30) calendar days of learning of an abandonment, the Cheyenne Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

### **21.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Cheyenne Housing Authority will return the security deposit within thirty (30) calendar days after termination or fifteen (15) calendar days after receipt of the renter's new mailing address or give the family a written statement of why all or part of the security deposit is being kept. If there is damage to the unit, this period shall be extended an additional thirty (30) calendar days. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Cheyenne Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- 21.5.1 Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- 21.5.2 Are anticipated to be received from a source outside the family during the 12- month period following admission or annual reexamination effective date; and
- 21.5.3 Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community Service:** The performance of voluntary work 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.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a State or other public agency (welfare agency) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**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, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action 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. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Economic Self-Sufficiency:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** A very low income family whose annual income does not exceed the higher of:

1. The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or other territory or possession of the United States); or
2. Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR Part 100)

**Family:** The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

- a. A single person, who may be an elderly person, displaced person near-elderly person or any other single person; or
- b. 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 near-elderly family;
  - A disabled family;
  - A displaced family; and
  - The remaining member of a family.

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.



**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A Family may include a live-in aide who::

- A. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
- B. Is not obligated for the support of the elderly, handicapped or disabled member, or any other member of the family; and
- C. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The CHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of a live-in-aide will not be counted for purposes of determining eligibility or rent and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses or "girlfriend/boyfriend" of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with custody of a child is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual.

The presence of a live-in aide's child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a resident of public housing.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed Population Development:** A public housing development, or portion of a development, that was reserved for elderly and disabled residents at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families, These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts

in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- B. 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 value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall 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 important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423 and/or Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in 42 U.S.C. 6001 and/or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Individuals with handicaps, as defined in 24 CFR 8.3 for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Previously Unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

“Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

1. At the expiration of a lifetime or other limit on payment of welfare benefits; or

2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. Because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household. The Cheyenne Housing Authority relies primarily upon written third party verification.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or

- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. The CHA may elect to pay the utility reimbursement directly to the utility provider (the utility company providing the primary source of heat) on behalf of the tenant. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Victims of Domestic Violence:** See Violence against Women Act Policies in section 16.9

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.



## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
VAWA	Violence Against Women Act

**Appendix I**

**Income Limits and Deconcentration Worksheet**

<b><u>Development Name</u></b>	<b><u>Number of Units Under ACC</u></b>	<b><u>Number of Occupied Units</u></b>	<b><u>Number of Units Occupied by Very Poor Families</u></b>	<b><u>% Occupied by Very Poor Families</u></b>

**% Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families Appendix 2**