

RHA 2019 Proposed Admissions and Continued Occupancy Policy Changes

CHAPTER 5

5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, the PHA may match characteristics of the family with the type of unit available, for example, 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. PHAs 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 PHA does determine the size of unit the family qualifies for under the occupancy standards, the PHA does not determine who shares a bedroom/sleeping room.

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

PHA Policy

The PHA will use the same occupancy standards for each of its developments.

The PHA's occupancy standards are as follows:

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of the opposite sex (~~other than spouses, and children under age 5~~) ~~will not be required to share a bedroom.~~ will be allocated separate bedrooms.

CHAPTER 6

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

PHA Policy

In determining the value of a checking account, the PHA will use the average monthly balance ~~for the last six months if the balance is over \$5,000.~~ If the average balance is not available, the PHA will average at least the last three months. ~~If the checking account balance is under \$5,000 the PHA will use the current balance.~~

In determining the value of a savings account, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

CHAPTER 8

8-I.F. PAYMENTS UNDER THE LEASE

Maintenance and Damage Charges

If the PHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

When applicable, families will be charged for maintenance and/or damages according to the PHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

The actual cost of any City fines incurred by the PHA on a resident's behalf shall be assessed directly to the resident whose failure to comply is the basis of the fine.

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

8-II.D. INSPECTION RESULTS

Housekeeping

PHA Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 90 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and the family will be referred to resident services for compliance. If the condition continues it will result in termination of tenancy in accordance with Chapter 12.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

Minimum Heating Standards

PHAs in states, territories, or localities with existing minimum heating standards shall utilize their respective local standards for public housing dwelling units. In instances where no such guidelines exist, HUD has established minimum heating requirements for public housing dwelling units.

PHA Policy

RHA will utilize existing minimum heating standards contained in the City of Rockford Property Maintenance Code Section 602.3.

CHAPTER 15

15-III.B. REPAYMENT POLICY

General Repayment Agreement Guidelines

Payment Thresholds

Notice PIH 2010-19 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, which is considered "affordable." Moreover, Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

PHA Policy

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

Amounts between \$3,000 and the federal or state threshold for criminal prosecution 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 PHA that the threshold applicable to the family's debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

The amount owed by the family to the PHA

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

If the family can demonstrate a hardship i.e. if a family would be paying more than 40 percent of its monthly adjusted income (MAI) in rent plus the repayment, then the minimum monthly payment amount will be the greater of the following two amounts:

The difference between 40 percent of the family's MAI and the total family share at the time the agreement is executed or \$25

If a family can provide evidence satisfactory to the PHA that a monthly payment amount of \$25 would impose an undue hardship, the PHA may, in its sole discretion, require a lower monthly payment amount.

If the family's income increases or decreases **or if the family is experiencing a documented hardship** during the term of a repayment agreement, either the PHA or the family may request that the monthly payment amount be adjusted accordingly.

15-VII.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, or stalking (see sample notice in Exhibit 15-1)

The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA (included in Exhibit 15-1)

An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA (included in Exhibit 15-1)

A copy of form HUD-~~50066~~ 5382, Certification of Domestic Violence, Dating Violence, or Stalking

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

PHAs are required to inform public housing tenants of their rights under VAWA, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, PHAs may elect to provide the same information to applicants.

PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include such information in all notices of denial of assistance (see section 3-III.F).

The PHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. The PHA will also include such information in all lease termination notices (see section 12-IV.D).

The VAWA information provided to applicants and tenants will consist of the notice in Exhibit 15-1 and a copy of form HUD-~~50066~~ 5382, Certification of Domestic Violence, Dating Violence, and Stalking.

15-VII.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-~~50066~~ 5382, Certification of Domestic Violence, Dating Violence, or Stalking), which must include the name of the perpetrator

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHA Policy

If presented with conflicting certification documents (two or more forms HUD-~~50066~~ 5382) from members of the same household, the PHA 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(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

ROCKFORD HOUSING AUTHORITY

MAINTENANCE CHARGES

(Cleaning, Repairing and Replacement)

It is the policy of the Rockford Housing Authority to charge residents for any cleaning and maintenance repairs determined to be caused by tenant neglect and or abuse. All charges will include the cost of labor and materials. Charges will be determined and assessed by the property manager or maintenance responder and verified through the work order system. Residents will be billed by the Rockford Housing Authority with arrangements for payment to be made with the property manager. Failure to pay assessed charges will be grounds for lease termination.

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~~Any City fines incurred by RHA on a tenant's behalf for failure to comply with City ordinances shall be assessed directly to the tenant whose failure to comply is the basis for the fine.~~

The actual cost of any City fines incurred by the PHA on a resident's behalf shall be assessed directly to the resident whose failure to comply is the basis of the fine.

Fees related to Summary Process actions brought by the Authority against residents in ALL sites are charged and payable as follows:

Filing Fee for Summons and Complaint	Actual Cost
Attorneys Fees *	Actual Cost
Marshal-fee Fee for service of Notice to Quit	Actual Cost
Marshal-fee Fee for service of Summons and Complaint	Actual Cost
Marshal-fee Fee for service of execution for eviction	Actual Cost
Marshal-fee Fee for actual eviction	Actual Cost

*The RHA may only charge Attorney's fees after the filing of the Summons and Complaint with the Housing Court.

RHA RESIDENTIAL LEASE AGREEMENT

Section 8. Resident's Obligations

Residents and members of the household are obligated:

(N) To refrain from and keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP. To have persons under the resident's control refrain from any drug-related criminal activity on the premises. The resident is responsible for the actions of their guest and visitors. Guest and visitors must abide by the rules and regulations.

(O) To ensure that household members between the ages of 7 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois. The resident is responsible for the action of all children living in or visiting their unit. Children must be supervised at all times while on RHA property, whether inside or outside of the unit. Children under age 13 are not to be left in the unit or on the property without adequate supervision.

(P) To notify the RHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within **30 10 calendar business days** of the occurrence, and to refrain from permitting any unauthorized persons to join the household.

Section 10. Changes in the Household

(A) Born, adopted, and court-awarded custody of children (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notification (within **30 10 calendar business days** of the occurrence) by the resident.

(B) The addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the RHA.

(C) Prior written approval to add a live-in aide is required and shall not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria. A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a knowledgeable professional, to be essential to the care and well-being of the resident, (b) is not obligated for the support of the resident, and (c) who would not be living in the dwelling unit except to provide the necessary supportive services. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by RHA occupancy standards. However, a resident may request a transfer and/or a reasonable accommodation. Live-in aides have no rights as remaining family members upon the death, eviction, departure, or abandonment of the resident family.

(D) The RHA shall approve or disapprove a resident's request to allow a foster child, foster adult, and kinship care child, live-in aide, to be added to the lease and move into the dwelling unit within **30 calendar 10 business days of receipt of approval and/or denial of the request the request and required documents. This time period can be extended-RHA may extend this time period if there is a delay beyond the control of the RHA or the resident.**

(E) Household members who move out of the dwelling unit, for any reason, shall be reported by the resident to the RHA in writing within **30 10 calendar business days** of the occurrence.

(F) Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or older. Remaining family members must have lived in the unit as a household member, on the Lease, for a minimum of three consecutive years (36 months) to become the head of household, and not had an unauthorized extended absence. In the event of any extenuating circumstance RHA has full discretion of approval and will make the final determination on a case by case basis.

LEASE TERMINATION FOR OVER INCOME RESIDENTS

The RHA is seeking public comment on the following two proposed policies for termination of over income residents.

Chapter 12 Lease Terminations

12-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

Over-Income Families [24 CFR 960.261 and FR 11/26/04, p. 68786]

Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over income. Unless required to do so by local law, the PHA may not evict or terminate the tenancy of a family solely because the family is over income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents, but rather gives PHAs the discretion to do so thereby making units available for applicants who are income-eligible.

PHA Policy

The PHA ~~may~~ **will** evict or terminate the tenancies of families because they are over income. **The income limits will be set at 120% of median income for the area and established by HUD. The family will be notified in writing of determination that they are over income following an income redetermination(this applies to annuals AND interims). If the family remains over income one year later they will be notified in writing that if they remain over income for the next 12 months, they will be subject to our policy to evict. If the family’s income is reduced below the over-income limit at any time, these policies no longer apply. The family will be terminated no later than 6 months from the date the two years of over income status is determined. If the family subsequently experiences an increase that again causes their income to be at or above the over-income limit, the 2-year period starts over.**

.....OR.....

PHA Policy

The PHA ~~may~~ **will not** evict or terminate the tenancies of families because they are over income, **but will require the family to pay fair market rent (or the amount of subsidy for the unit(including amounts from the operating and capital fund), whichever is higher). The income limits will be set at 120% of median income for the area and established by HUD. The family will be notified in writing of determination that they are over income following an income redetermination(this applies to annuals AND interims). If the family remains over income one year later they will be notified in writing that if they remain over income for the next 12 months, they will be subject to our policy to require the family to pay fair market rent (or the amount of subsidy for the unit(including amounts from the operating and capital fund), whichever is higher). If the family’s income is reduced below the over-income limit at any time, these policies no longer**

apply. If the family subsequently experiences an increase that again causes their income to be at or above the over-income limit, the 2-year period starts over.