
YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

JANUARY 1, 2022



TABLE OF CONTENTS



A. INTRODUCTION

B. DEFINITIONS

 FAMILY

 ANNUAL INCOME.....

 TOTAL TENANT PAYMENT

 OTHER

 PREFERENCES

C. ADMISSIONS

 ADMISSIONS POLICIES

 OUTREACH TO HIGHER INCOME FAMILIES

 ORGANIZING THE WAITING LIST.....

 PROCESSING APPLICATIONS FOR ADMISSION.....

 ELIGIBILITY CRITERIA.....

 SCREENING

 RECORDS MANAGEMENT AND CONFIDENTIALITY

 VERIFICATION OF INCOME AND CIRCUMSTANCES.....

 DETERMINATION AND NOTIFICATION OF ELIGIBILITY

 OCCUPANCY STANDARDS

 SELECTION FROM THE WAITING LIST.....

 ASSIGNMENT, REJECTION AND ACCEPTANCE OF UNITS

 LEASING OF DWELLING UNITS

 ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

 APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO

 OPERATE A BUSINESS IN THE UNIT

 SPECIAL OCCUPANCY PROVISIONS

D. CONTINUED OCCUPANCY

 ELIGIBILITY FOR CONTINUED OCCUPANCY

 INSPECTIONS AND REEXAMINATIONS.....

 TERMINATION OF THE DWELLING LEASE

 TRANSFER POLICY.....

 ABANDONMENT OF A UNIT.....

E. FRAUD.....

F. RENT COLLECTION POLICY.....

APPENDIX

- A. Income Limits
- B. Utility Allowances
- C. Grievance Procedure
- D. Pet Policy
- E. Screening and Eviction Policy, Final Rule (May 2001)
PIH Notice 2015-19 11/2/2015
- F. Flat Rents
- G. Deconcentration Policy
- H. Live-In Aide Policy
- I. Community Room Rules
- J. Public Housing Lease/Parkman Landing Lease (PH & LIHTC)
- K. Criminal Trespass Policy
- L. Community Service Policy
- M. Fraud Policy
- N. Policy on Repayment Agreements
- O. Limited English Proficiency Policy
- P. HUD Mandates for Verifying Income and Dual Subsidy Payments
- Q. PIH 2018-18 – Adm Guidance for EIV
- R. VAWA Policy
- S. Smoke Free Policy
- T. Reasonable Accommodation Policy
- U. Effective Communication Policy
- V. Non-Discrimination Policy

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

INTRODUCTION

INTRODUCTION

1. Purpose of the ACOP

The purpose of this policy is to establish guidelines for the Youngstown Metropolitan Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing, to include LIHTC and/or HOME units. LIHTC and HOME units may impose additional requirements.

2. Civil Rights Policy

It is the policy of the Youngstown Metropolitan Housing Authority, also referred to as the “Housing Authority” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments of 1988), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing amendment will govern (Title II deals with common areas and public space, not living units).

Specifically, the PHA shall not on account of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws, deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.

To further its commitment to full compliance with applicable Civil Rights Acts, the PHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

3. Privacy Policy

It is the policy of the Youngstown Metropolitan Housing Authority (YMHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to ensure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- Determining initial and on-going eligibility
- Applicable allowances and deductions
- Resident rental payments
- Current and past assets
- Outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

4. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

5. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
 - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
 - (ii) Ensuring the fiscal stability of the Housing Authority; and,
 - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Federal Fair Housing Amendments Act of 1988, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and HUD's Equal Access Rule -the protected bases are as follows: race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.
- d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

6. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the "Housing Authority" or the "PHA" throughout this document.

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

DEFINITIONS

DEFINITIONS

FAMILY

1. The term "Family" as used in this policy means:
 - a. A family with or without children;
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family;
 - f. The remaining member of a tenant family; and
 - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
 - h. Two (2) or more persons related by blood, marriage, adoption or other operation of law, or two (2) or more persons who are not related but who will live together in a stable relationship and share resources, regardless of sexual orientation or gender identity.
2. The term "Disabled family" as used in this policy means:

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
3. The term "Displaced family" as used in this policy means:

A family in which each member, or whose sole member, is 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.
4. The term "Displaced person" as used in this policy means:

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.
5. The term "Elderly family" as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or 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.

6. The term “Elderly person” as used in this policy means:

Any person who is at least 62 years of age.
7. The term “Live-in Aide” as used in this policy means:

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - a. Is determined to be essential to the care and well-being of the persons;
 - b. Is not obligated to financially or otherwise support the person(s); and
 - c. Would not be living in the unit except to provide the necessary supportive services.
8. The term “Near-elderly family” as used in this policy means:

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; 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 living with one or more live-in aides.
9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.
10. The term “Person with disabilities” as used in this policy means:
 - a. Has a disability as defined in section 223 of the Social Security Act;
 - b. Has a physical, mental, or emotional impairment that:
 - (i) Is expected to be of a long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) 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 section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
 - d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

Individual with disabilities means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include:

Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment; by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

(d) Is regarded as having an impairment means:

Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

NOTE: If an applicant otherwise qualifies for assistance under Youngstown Metropolitan Housing Authority, the applicant cannot be denied admission or denied assistance because of being or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority. For LIHTC and HOME units, refer to income eligibility for determining annual income in Chapter 5 of the HUD Handbook 4350.3. No deductions to annual income apply to the Tax Credit program.

2. Annual Income

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be 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 shall include 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. The passbook savings rate is based on the national average provided by the Federal Deposit Insurance Corporation, which for 2016, is .06%.

- (iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see "lump sum additions" in this policy);
- (vi) Welfare assistance;
 - (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 paragraph shall be the amount resulting from one application of the percentage.
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay).

b. Annual Income does not include:

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) 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 (see "payments in lieu of earnings" in this policy);
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide, as defined in 24 CFR §913.102;

- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;
- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts);
- (ix) 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;
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;
- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- (xiii) 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;
- (xiv) 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;
- (xv) Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CGP training programs;
- (xvi) Earned income:
 - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.

- (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.
- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.
- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
 - (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
 - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - (e) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
 - (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and

- (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

- 3. Monthly Income - One-twelfth of Annual Income. For purposes of determining priorities based on an applicant's rent as a percentage of Monthly Income.
- 4. Adjusted Income - Adjusted income means Annual Income less the following:
 - a. \$400 for any elderly or disabled family;
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) Un-reimbursed medical expenses for any elderly family or disabled family;
 - (ii) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
 - c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. Amounts deducted must be un-reimbursed expenses and shall not exceed the amount of income earned by the family member;
 - d. Work-related disability expenses paid for attendant care or auxiliary apparatus expenses for family members with disabilities where expenses are necessary to permit a family member, including the disabled family member to be employed. Amounts deducted must be un-reimbursed amounts.
 - e. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
 - f. The amount of any earned income of a member of the family who is not:
 - (i) 18 years of age or older, and
 - (ii) The head of the household (or the spouse of the head of the household).
- 5. Monthly Adjusted Income - One-twelfth of Adjusted Income.
- 6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means Adjusted Income; except that Annual Income is to be used in determining 10 percent of gross income.

TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
 - a. 30 percent of monthly Adjusted Income; or
 - b. 10 percent of Monthly Income;
 - c. The welfare rent, if applicable;
 - d. A minimum rent amount of \$ 50.00.

After the highest amount has been determined above, that number is compared to the flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

TTP will be based on 30% of monthly Adjusted Income.

OTHER

1. 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 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine child-care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
2. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
3. Designated Housing: A development (or developments) or a portion of a development (or developments) that has been designated in accordance with 24 CFR Part 945.
4. Employment: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of Annual Income.
5. Enrolled in a Job Training Program: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
6. Extremely Low-Income Family: A family's who's Annual Income does not exceed 30% of the area median income, as determined by HUD.
7. Graduate of Job Training Program: Individual who is head of household or spouse is a graduate of a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
8. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
9. Low Income Family: A family with Annual Income that does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
10. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from Annual Income for elderly families only.
11. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.

12. Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Un-emancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
13. Mixed Population Development: A public housing development, or portion of a development, that was reserved for elderly families and disabled families 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 a development) to elderly families and disabled families. These developments formerly were known as elderly developments.
14. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (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 as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any 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 therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms. In accordance with PIH 2013-03, and Regulatory Waiver Request 3/31/15, YMHA public housing is permitted to accept self-certification of assets less than \$5,000 for applicant and/or residents within the program.
15. Spouse: Spouse means the husband or wife of the head of household.
16. Tenant Rent: The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of Monthly Income).
17. Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.

18. Utility Allowance: If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.
19. Utility Reimbursement Payment: 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.
20. Very Low-Income Family: A family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
21. Work-related disability expense: Expenses paid for attendant care or auxiliary apparatus expenses for family members with disabilities where expenses are necessary to permit a family member, including the disabled family member to be employed. Amounts deducted must be un-reimbursed amounts.
22. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
23. Neighborhood or Community: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.
24. Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
25. Public Housing Authority/Agency (PHA): A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term “public housing” includes dwelling units in a mixed finance development that are assisted by a public housing authority with capital or operating assistance.

LOCAL PREFERENCES

A. LOCAL PREFERENCES

ALL APPLICANTS CLAIMING A PREFERENCE MUST BE ELIGIBLE FOR THAT PREFERENCE AT THE TIME OF HOUSING. APPLICANTS NOT QUALIFYING FOR A PREFERENCE WILL HAVE THEIR PREFERENCE REMOVED, BUT WILL NOT LOSE THEIR ORIGINAL APPLICATION DATE. THE APPLICANT MAY HAVE THE PREFERENCE RESTORED AT ANYTIME PROVIDED THEY HAVE PROVIDED WRITTEN DOCUMENTATION TO MANAGEMENT AND THE PREFERENCE HAS BEEN VERIFIED.

1. A preference will be given to families who have at least one adult member working/upward mobility.
 - i. Applicant family must have at least one adult family member employed at the time of YMHA's offer of housing. Employment must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
 - ii. Employment periods may be interrupted, but to claim the preference, a family must have an employed family member as described above.
 - iii. A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to YMHA and will have their assistance terminated.
 - iv. This preference shall also be available to a family if the head, spouse, co-head, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or disabled by HUD's definition of disability.
 - v. All applicants claiming this preference must provide documentation of employment prior to being housed. Families who claim a preference at application and are not employed at the time their name nears the top of the list, will be just cause to skip over the application to meet the de-concentration efforts of the housing authority.
 - vi. YMHA Staff will change the status of the application in the system thereby placing the applicant in the proper order for the following month's offers. If the applicant or any adult member becomes employed prior to the beginning of the next month and verifies employment with YMHA Staff, the preference will be restored.
2. With proper documentation, a preference will be given to current members of the U.S. Armed Forces or veterans.
 - i. Veteran Preference shall be defined as: Families with an adult member who is/was a Veteran or Serviceperson receiving an honorable discharge.
3. With proper documentation, a preference will be given to applicants who are victims of federally declared disasters. For the purpose of this preference, natural disasters are declared by the President of the United States, displaced, through no fault of their own, by governmental action. These include, but are not limited to, victims of floods, tornadoes, hurricanes, tsunamis and earthquakes. Proper documentation includes, but is not limited to written statements from disaster relief agencies such as Federal, State or local Emergency Management Agencies, The Red Cross and other Federal, State or local agencies either within or outside the jurisdiction where the federally declared natural disaster occurred.
4. YMHA will also give a Displacement Preference to include residents of public housing properties developed by YMHA through acquisition. Residents of such properties will be

allowed to make application and become public housing residents if they are income qualified and meet program requirements. Residents of such properties, who become public housing residents, will be given a preference for admission and/or a right of first return to the acquired units from which they were displaced. YMHA will give waiting list preference to YMHA Public Housing residents who are displaced due to approved demolition or disposition or due to exigent health and safety conditions that cannot be remediated within 60 days.

5. With proper documentation, a preferences will be given to a homeless person or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing and hotels and motels paid for by charitable organizations or by federal, state, or local governments programs for low income individual or families).

6. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. When such matching is required or permitted by current law, YMHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- **Projects designated for the elderly:**¹ Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.

When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.

- **Projects designated for disabled families:**¹ Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan.
- **Elderly/Disabled over Singles:** All elderly or disabled applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.
- **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

Ranking Preference

There is one ranking preference used by YMHA in effect with four equal elements that are of equal weight and shall not be aggregated. An applicant may claim one preference - Working Preference, Veterans Preference, Homelessness Preference and the Federally Declared Disaster Preference.

A. _____

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C

ADMISSIONS

ADMISSIONS

1. Non Discrimination

The Housing Authority will not discriminate because of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws, in the leasing, rental, occupancy, use or other disposition of housing facilities, nor shall it:

- Deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments.
- Provide housing of lower quality than that provided others.
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others
- Treat anyone differently in determining eligibility or other requirements for admission.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

2. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

3. De-concentration

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

Refer to the appendix for the De-concentration Policy.

OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to higher income working families. Outreach will include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

2. Incentives

In order to achieve de-concentration, the PHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The PHA may also grant incentive rents (or other incentives) for the purpose of creating mixed income communities and lessening the concentration of extremely-low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

3. The housing authority will conduct affirmative marketing as needed so the waiting list includes a mix of applicant races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs and characteristics of families on the waiting list. The housing authority will review these factors regularly and all marketing efforts will include those least likely to apply.
4. Marketing materials will comply with Fair Housing requirements; describe the units, application process, waiting list and preference structure; contact agencies that serve potentially qualified applicants least likely to apply; be clear about YMHA's responsibility to provide reasonable accommodations.

ORGANIZING THE WAITING LIST

The housing authority maintains several waiting lists. Public Housing Developments are maintained separately. Below are the lists maintained by YMHA. Applicants may choose to be apply for no more than three (3) waiting lists.

PUBLIC HOUSING WAITING LISTS

Brier Hill

147 Units – General Occupancy – AMP 2
Efficiencies, 1, 2, 3, and 4 bedroom units
Robinwood Place, Burlington St, Hammaker St, Dupont, Eddie, Imperial
RHF scattered sites (project 260 pulls from Brier Hill waiting list)
15 Units – General Occupancy – AMP 1 **
3 bedroom units
Harlem, Broadway, Parmelee, Lexington, Oxford, Steel
Maryland (Sebring)
Matthews Road, Boardman

Note Amp 1 – 53 Units

15 = Replacement Housing Factor (RHF)

38 = Project 141 – Scheduled for Demo/Dispo after client vacants – These units will not be filled from a waiting list

Amedia

92 units – Elderly Designated (50+ once all elderly are housed) – AMP 2
1 bedroom units = 90

2 bedroom units = 2
131 W Boardman Street

Gutknecht Towers

139 units - Elderly Designated (50+ once all elderly are housed) - AMP 3
1 bedroom units = 138
2 bedroom units = 1 (Resident Custodian Occupied)
110 E Wood Street

Norton Manor

109 units – Elderly Designated (50+ once all elderly are housed) – AMP 3
Efficiency = 1
1 bedroom units = 104
2 bedroom units = 4 (one unit used by Resident Custodian)
1400 Springdale

Rockford Village

155 Units – General Occupancy – AMP 4
1, 2, 3, and 4 bedroom units
Rosewood, Cedar, Dogwood, Willow, Victor, Buckeye, Maplewood, Hickory
Project 160 pulls from Rockford Village waiting list
8 Units – General Occupancy – AMP 4 **
3 bedroom units
Woodside, Sunshine

****Note**** Amp 4 – 16 Units

8 = Scattered Units

8 = Project 143 – Scheduled for Demo/Dispo after client vacants – These units will not be filled from a waiting list

Victory Estates

122 Units – General Occupancy – AMP 4
Efficiencies, 1, 2, 3, and 4 bedroom units
McBride, Woodcrest, Magnolia

Kirwan Homes

150 Units – General Occupancy – AMP 5
1, 2, 3, 4, and 5 bedroom units
Jean, Jackson, Murray, Monroe
Project 502 pulls from Kirwan Homes waiting list
19 Units – General Occupancy – AMP 5 **
3, 4, and 5 bedroom units
Mabel, Cameron

****Note**** Amp 5 – 30 Units

19 = Scattered Units

11 = Project 144 – Scheduled for Demo/Dispo after client vacants – These units will not be filled from a waiting list

Vasu Manor

50 units - Elderly Designated (50+ once all elderly are housed) - AMP 5
1 bedroom units = 48
2 bedroom units = 2
137 Roosevelt Drive

Struthers Manor

70 units – Elderly Designated (50+ once all elderly are housed) – AMP 5
1 bedroom units = 69
2 bedroom units = 1 (Resident Custodian Unit)
585 Poland Avenue

***NOTE: ELDERLY, DISABLED AND NEAR ELDERLY APPLICANTS ARE ALSO ELIGIBLE TO APPLY FOR GENERAL OCCUPANCY DEVELOPMENTS AS LONG AS THE NUMBER OF WAITING LISTS APPLICANT CHOOSES DOES NOT EXCEED THREE (3).**

PROCESSING APPLICATIONS FOR ADMISSIONS

YMHA accepts online applications. A full interview process will be completed as the applicant reaches the top of the waiting list, and is expected to be housed in the near future.

NOTE: PLACEMENT ON THE WAITING LIST AT THIS TIME DOES NOT GUARANTEE OR IMPLY THAT THE APPLICANT HAS PASSED ALL ASPECTS OF THE SCREENING AND IS ELIGIBLE FOR AN APARTMENT.

A letter will be mailed to the applicant with a date and time to complete the application and interview process. ALL required documents must be received before the full interview process can take place.

If the applicant fails to show or does not provide all of the information requested in the Appointment Letter, the applicant's name will be removed from the waiting list. The applicant would then have to re-apply.

If the applicant is no longer eligible, does not appear at the appointment, or no longer wishes to be considered for housing, their name will be removed from all waiting lists. The applicant will have to re-apply.

If the applicant completes the full application, signs the forms necessary to verify income, disability, age, criminal history, rental history, and completes the interview with staff, the process to determine final eligibility will begin.

If the screening and eligibility process indicates that the applicant may be ineligible or unacceptable, a written notice will be mailed stating the reason(s) for the rejection. The applicant will be offered an opportunity to request an informal review of the determination. Requests for informal hearings must be made in writing to YMHA.

All requests must be received no later than day 14 after the Unacceptable/Withdrawn letter. Any requests received after the 14 day time frame will result in the applicant waiving their right to an informal review.

NOTE: APPLICANTS ARE REQUIRED TO PROVIDE ACCURATE AND CURRENT MAILING INFORMATION FOR THE PURPOSE OF CONTACTING THEM. IF INFORMATION IS MAILED TO THE LAST KNOWN ADDRESS AND RETURNED, APPLICANTS WILL BE REMOVED FROM THE WAITING LIST AND WILL HAVE TO RE-APPLY.

The application shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. On Line applications are available.
2. Once YMHA determines that an applicant is near the top of the waiting list, Applications will be completed during a detailed interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.
3. Applicants will be required to submit verification documentation as part of the application process. Applicants must have the required documents at the time of the interview.
4. The Housing Authority reserves the right to suspend application taking for any list when the current supply of applications exceeds the number of families that could be reasonably expected to be housed within the next 12-18 months.
5. Applications for public housing will be taken at management offices. Housing Authority staff will ask the applicant which additional sites they wish to apply for. Applicants are permitted to be placed on no more than three (4) waiting lists.
6. Applicants will be informed that if they apply for housing in multiple sites, their names will be removed from all waiting lists once they are housed.
7. Additionally, applicants who have failed to accept an offer for housing after three (3) attempts have been made, even if the offers have been from different lists, will have their names removed from all waiting lists.
8. The Housing Authority reserves the right to establish times for taking applications, including by appointment. Housing Authority staff will reasonably provide application interviews outside normal hours when necessary as a reasonable accommodation for persons with disabilities.
9. In so far as possible, application interviews shall be conducted in private.

1. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
2. The information provided at the time of application must be verified to determine qualification for admission to YMHA's housing programs. The items that must be verified prior to an offer of housing being made are:
 - Family composition and type of household (Elderly/Disabled; Near Elderly; Non-Elderly)
 - Annual Income
 - Assets and Asset Income
 - Deductions from income
 - Preference (if applicable)
 - Social Security Numbers
 - Screening information
 - Citizenship or eligible immigration status
3. YMHA is required to substantiate and verify all claims made on the application via third-party procedures. If attempts to obtain third party verification are unsuccessful, YMHA may also use phone verification with the results recorded in the file, dated, and signed by YMHA Staff; review of documents, and if no other form of verification is available, accept applicant certification. ***Applicants must cooperate fully in obtaining or providing the necessary verifications.***
4. Applicants reporting zero income will be asked to complete a family expense report form to document how much they anticipate to spend on food, transportation, health care, child care, debts, household goods and what the source of income is for those expenses if they move into a unit operated by YMHA.
5. Applications for admission to the Public Housing program shall indicate the date and time of receipt; the applicant's race and ethnicity; determination by YMHA as to eligibility of the applicant; unit size; preference, if any; and the date, location and circumstances of each vacancy offered or rejected.
6. Active applications can be purged no less than once every 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.
7. If it becomes necessary to open or close any waiting list for communities described in this policy, the housing authority will announce the action by public notice through ads in local newspapers. Waiting lists shall only be closed if the housing authority determines that there are more than sufficient applications to cover anticipated vacancies for the next 12 to 18 month period and assured that the closing of the waiting list would not have a discriminatory effect that is inconsistent with applicable civil rights laws.
8. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

MANAGEMENT OFFICES

BRIER HILL (INCLUDES BROADWAY ST, HARLEM ST, OXFORD ST, PARMELEE AVE, LEXINTON AVE, EDDIE PL STRAIT, BURLINGTON, HUNTMERE, IMPERIAL, SALT SPRINGS, FOUR MIL RUN, MARYLAND, SEBRING, BURLINGTON ST, CLYDE S, DELAWARE AVE, SENECA ST, FAIRGREEN AVE, FAIRMONT AVE, SUPERIOR ST, WIRT)	263 DUPONT, YOUNGSTOWN OH 44510	(330)746-3654
AMEDIA	131 W BOARDMAN ST, YOUNGSTOWN OH 44503	(330)742-1404
GUTKNECHT TOWERS	110 E WOOD ST, YOUNGSTOWN OH 44503	(330)884-6710
NORTON MANOR	1400 SPRINGDALE AVE, YOUNGSTOWN OH 44505	(330)884-6723
ROCKFORD VILLAGE (INCLUDES SUNSHINE, WOODSIDE)	1402 DOGWOOD LANE, YOUNGSTOWN OH 44505	(330)744-3064
VICTORY ESTATES (INCLUDES SUNSHINE, WOODSIDE)	690 MAGNOLIA AVE, YOUNGSTOWN OH 44505	(330)744-4151
KIRWAN HOMES (INCLUDES MABEL PL STRAIT S, CAMERON PL STRAIT S)	101 JACKSON ST, CAMPBELL OH 44405	(330)884-6733
VASU MANOR	137 ROSEVELT DR, CAMPBELL OH 44405	(330)755-0128
STRUTHERS MANOR	585 POLAND AVENUE, STRUTHERS OH 44471	(330)755-9735

ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet **ALL** of the following requirements:
 - a. The applicant family must qualify as a family.
 - b. The single person applicant must qualify as a single person.
 - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction. For LIHTC units, refer to MTSP income limits (50 or 60% MTSP limits apply, depending on the minimum set-aside). For HOME units, refer to the HUD HOME income limits based on AMI.
 - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially rent. In situations where an unsatisfactory record is obtained, the YMHA will consider extenuating circumstances including, but not limited to illness, loss of income or other incidents beyond the control of the applicant prior to the housing authority deeming the applicant ineligible or unacceptable. In cases where non-payment of rent, as a result of loss of income or significant reduction in income is the only factor for deeming an applicant unacceptable, housing authority staff will seek permission to waive the policy and deem the applicant acceptable.
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, and the Housing Choice Voucher Program.
 - g. Any tenant evicted from federally assisted housing by reason of **drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period** beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.
 - h. The housing authority is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:
 - YMHA shall reject the application of any applicant that has been evicted or terminated from participating in federally subsidized housing programs for drug-related criminal activity. However, the rejection may be rescinded after an informal hearing has taken place and the housing authority determines that:
 - (i) The evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the housing authority.
 - (ii) The circumstances leading to the eviction no longer exist (for example, the household member is deceased or incarcerated).

- i. The housing authority is **required** to reject the application of a household if it determines that:
- Any household member is currently engaging in the illegal use of a drug, or
 - The housing authority has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety or right to the peaceful enjoyment of the premises by other residents, or
 - Any household member has ever been convicted of the manufacture or production of methamphetamine, or
 - Any member of the household is subject to lifetime registration requirement under any State's sex offender registration program, or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety or right to the peaceful enjoyment of the premises by other residents.
- j. The Housing Authority **shall** prohibit admission of any applicant or member of the applicant's household who has been convicted of a crime, felony or misdemeanor, other than drug convictions, as described below. The housing authority will consider relevant information, including factors which may indicate a reasonable probability of favorable future conduct on a case by case basis:

- 1) **Violent Felony Convictions:** Suitable for housing if there are no convictions, felony or misdemeanor, **seven (7) years** after the termination of sentence, probation or final release.
- 2) **Non-violent Felony Convictions:** Suitable for housing if there are no convictions, felony or misdemeanor, **three (3) years** after termination of sentence, probation or final release from parole.
- 3) **1st or 2nd Degree Misdemeanor Convictions:** Suitable for housing if there are no convictions, felony or misdemeanor, **eighteen (18) months** after termination of sentence, probation or final release from parole.
- 4) **3rd or 4th Degree Misdemeanor Convictions:** Suitable for housing if there are no convictions, felony or misdemeanor, **twelve (12) months** after termination or sentence, probation or final release from parole.
- 5) **Criminal Conviction of Lesser Crimes by Reason of Intoxication:** Applicant will need to show evidence of rehabilitation and recovery.
- 6) **Criminal Convictions of Drug Offenses without Evidence of Rehabilitation and Recovery:** Not suitable for housing.
- 7). **Traffic Offenses:** Do not apply unless the traffic offenses are repeated DUI's. In such cases, Applicant must show evidence of rehabilitation and recovery. **Evidence of rehabilitation shall include completion of a rehabilitation and recovery through a recognized rehabilitation program and evidence of abstinence for a period of two (2) years.**

- k. The applicant family must have no record, within the past two (2) years, of disturbance of neighbors (sufficient enough to warrant the police being called to the residence), destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect (exceptions can apply to victims of domestic violence):
 - (i) The health, safety, or welfare of other residents or neighbors; or
 - (ii) The peaceful enjoyment of the neighborhood by other residents; or
 - (iii) The physical environment and fiscal stability of the neighborhood.
 - (iv) Compliance with the material terms and conditions of the lease.
- l. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee.
- m. Applicants must be able to demonstrate an ability and willingness to comply with the terms of the lease, either alone or with assistance, at the time of admission. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc.
- n. If the applicant is a former resident of public housing, Section 8 project-based or Housing Choice Voucher programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority or other HUD subsidized housing program, will not be considered for admission until the account is paid in full.
- o. The applicant must **not** have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences.
 - Any applicant who has been evicted, or skipped without proper notice, from a public housing program or has been terminated from either a project-based Section 8 program or Housing Choice Voucher Program, shall not be eligible to receive any type of housing assistance for two (2) years.
- p. ***Intentional misrepresentation*** of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may have their lease terminated, even if the family meets current eligibility criteria at that time.
- q. The applicant family will be screened utilizing reports including, but not limited to, criminal background checks for all adults members listed on the application.
- r. Other factors affecting a final determination of eligibility include:
 - (i) Household has no outstanding indebtedness to the PHA or any other federal housing program.
 - (ii) Family will occupy unit as their sole place of residence.

3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).
4. Other sources of information for eligibility determination may include, but are not limited to, the interview conducted of the applicant, landlords, employers, social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.
5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants whose capacity and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. The HA will not unnecessarily segregate individuals with handicaps to particular areas or developments. The HA will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the HA may provide interpreters, Braille or taped versions of leases, re-certifications and other legal documents, whatever appropriate and with reasonable notice.
7. Student Eligibility:
 - LIHTC – In general, households made up of full-time students of any age do not qualify. However, there are 5 exceptions to the general rule (IRS 42(i)(3)(D).
 - Public Housing – NO student rule applies.
 - HOME – Any individual who attends an institute of higher learning (full OR part time) who is under age 24 must meet one criteria to qualify (refer to 4350.3).

SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority may request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.
 - The Housing Authority may make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.
4. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During the screening process, the housing authority will require applicants to demonstrate an ability to comply with essential provisions of the lease as summarized below.

- * Pay rent and utility bills as required by the lease in a timely manner.
- * Care for and avoid damaging the unit and common areas;
- * Use facilities and equipment in a reasonable way
- * Create no health or safety hazards and to report maintenance needs
- * Not to interfere with the rights and peaceful enjoyment of others
- * Avoid damaging property of others
- * Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff
- * Not to engage in drug-related criminal activity
- * Comply with necessary and reasonable rules and program requirements

5. The term “currently engaging in the illegal use of a controlled substance” means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant’s illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

6. Qualifying Applicants for housing:

- a. Verified information will be analyzed and a determination made with respect to
 - (i) Eligibility of the applicant as a family
 - (ii) Eligibility of the applicant with respect to income limits for admission
 - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status
 - (iv) Unit size required for and selected by the family
 - (v) Preference, if any
 - (vi) Qualification of the applicant with respect to the Selection Criteria
- b. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 project-based program, Housing Choice Voucher Program or Public Housing Program.
- c. The applicant has committed any fraud in connection with any federal housing assistance program.
- d. The applicant has violated any Family obligation under any Section 8 Housing Choice Voucher Program.
- e. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- f. The applicant has an unacceptable Police Record. The applicant or any member of the household who has attained the age of 18 has been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age.
- g. YMHA will conduct criminal screening via the Youngstown Police Department. However, there may be times when a National Record/Criminal Screening is necessary if the client has lived out of the area and/or State of Ohio, or other factors apply.

YMHA will screen any applicant who has resided or is currently residing out of the State of Ohio with a National Record search.

YMHA may screen any client via National Record search if:

- An arrest, probation, court disposition, or other evidence of criminal behavior disclosed on the application; or
- Any landlord reports listing police calls, evictions, and/or any criminal activity; or
- A combination of all screening that shows a pattern of criminal activity

h. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
 - INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are not in favor of applicant.
- (iii) Live-in aides are **not** subject to INS Screening.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- b. All records obtained for the purpose of applicant screening shall be:
 - (i) Maintained in the applicant file in a locked file cabinet.
 - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
 - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall **not** be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority.

If the family is determined eligible for initial assistance, YMHA's copy of the criminal report shall be kept in a locked cabinet, separate from all other documents, for a period of no less than three (3) years.

3. Disclosure of Criminal Records to Family: Before the housing authority takes any adverse action based on criminal conviction records, the applicant will be provided a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Residents may contest such records at court hearings in cases where the criminal conviction records rises to the level of eviction.

VERIFICATION OF INCOME AND CIRCUMSTANCES FOR INITIAL ELIGIBILITY AND CONTINUED OCCUPANCY

No applicant(s) shall be admitted to Public Housing without third-party verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. ***The same type of verifications are required to process any interim or annual reexamination for public housing residents.*** Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
2. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc. Self-certification for assets less than \$5,000 may be used if the HA elects to use.

3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 120 days current. No determinations will be made based upon information/documents more than 120 days old;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Verification of disability, if necessary, to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency, or in the case of a request for a reasonable accommodation, a knowledgeable professional in accordance with the Reasonable Accommodation Policy and Procedure.
8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, State of Ohio Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. Applicants reporting zero income will be asked to complete a family expense report form to document how much they spend on food, transportation, health care, child care, debts, household goods and what the source of income is for those expenses.
11. YMHA is required to substantiate and verify all claims made on the application via third party written procedures. If attempts to obtain third party verification are unsuccessful, YMHA may also use phone verification with the results recorded in the file, dated, and signed by YMHA Staff; review of documents, and if no other form of verification is available, accept applicant certification.
Applicants/Residents must cooperate fully in obtaining or providing the necessary verifications.
 - Families claiming zero income are required to fill out the Zero Income Form and recertify every six (6) months.

12. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Non-citizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents, which are copied and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular re-certification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)

- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. ***Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete, inactive or ineligible.*** The application will be cancelled and/or destroyed and the applicant will need to re-apply.

A ***resident*** who fails to cooperate or to release information may have their lease or assistance terminated for failing to comply. In addition, interim rent reductions will not be made for residents until ***after receipt of all required verifications.*** In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy is not more than **four (4) months old** at the time an applicant is selected for admission or current resident is certified for continued occupancy, **and** the applicant or resident certifies by written/notarized statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission/re-certification. If data is more than **four (4) months old**, all factors are to be re-verified and findings recorded.

As part of the application record of each applicant determined to be eligible for admission or continued occupancy, the Resident Selection Coordinator or Housing Manager shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant or resident and his family meet all the conditions governing eligibility.

14. Special verification requirements for phase-in rents (Existing Residents Only):

All residents who claim earned income exclusions under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin.

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident is automatically entitled to earned income exclusions. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident to supply the complete and accurate information that the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an *existing resident* for an earned income exclusion may be appealed through the resident Grievance Procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents that result from the application of this policy shall be effective on the first day of the month following that change that occurred.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
 - a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
 - b. Preferences
 - c. Date and time of completed application
 - d. Size of unit needed by family
 - e. Rent to be paid

16. According to the IRS, LIHTC units comprised entirely of full-time students do not qualify as low-income units. If an applicant or tenant has a family made entirely of full-time students, the applicant will be denied and/or resident will be sent a termination/vacate notice (refer to IRS regulations for exceptions). HOME units have a student rule also (refer to the student rule for Section 8 New Construction in the HUD handbook 4350.3).

DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists.

Verified information will be analyzed and a determination made with respect to

- (i) Eligibility of the applicant as a family
- (ii) Eligibility of the applicant with respect to income limits for admission
- (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status
- (v) Unit size required for and selected by the family
- (vi) Preference, if any
- (vii) Qualification of the applicant with respect to the Selection Criteria

In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.

The PHA will communicate to the applicant an estimate of how long a wait it will be. It is impossible for the housing authority to give precise dates for occupancy.

2. In the event an applicant family is determined to be ***unacceptable or ineligible (withdrawn)*** it shall also be informed in writing of the basis for this determination, and the application will be withdrawn.

Unacceptable applicants, including, but not limited to, applicants that have intentionally misrepresented the facts upon which eligibility is determined, will be promptly notified by a Notice of Rejection stating the basis for the determination and offering the opportunity for an informal hearing. (Informal hearings on initial occupancy are different from the Grievance Procedures offered residents of the program.)

If negative information is received, the housing authority will consider the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, the mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicates the reason for the unsuitable rental history or behavior is no longer in effect or is under control, ***AND*** applicant's prospect for lease compliance is an acceptable one, therefore, justifying admission. ***Mitigating circumstances must overcome and outweigh information already gathered in the screening process.***

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the housing authority will refer such information to persons qualified to evaluate the evidence. The housing authority shall have the right to request additional information to verify the mitigating circumstances, even if the information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify reasonable accommodations.

Examples include evidence of rehabilitation, evidence of the applicant's participation in social service or other appropriate counseling service or evidence of successful or sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances **does not guarantee the applicant will qualify for admission.** The housing authority will consider the following:

- * Circumstances in light of the applicant's ability to verify the circumstances, prospects for improved future behavior
- * Applicant's overall performance with respect to the screening process
- * The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears on the applicant's record.

Applicants **known** to have a disability that that are eligible but fail to meet the Selection Criteria may be offered a second meeting to determine whether reasonable accommodations will make it possible for them to be housed.

The applicant will be advised that if they wish to have an informal review, a **written request** must be submitted to **YMHA**, to the attention of **Public Housing Hearing Department and must be received within 14 calendar days of the date of the notification of ineligibility/withdrawn status. Failure to request an informal hearing in writing within the 14 calendar day period is just cause for the decision to be upheld.**

All applicants deemed unacceptable will not be permitted to re-apply for a period of one (1) year, from the date of their application, whether they requested an informal hearing or not.

Ineligible applicants include, but may not be limited to, those that fail to provide information necessary to screen the application in accordance with this policy and those whose income is in excess of the income limits currently being used.

Ineligible applicants may reapply at any time.

Applicants whose applications have been withdrawn due to unintentional misrepresentation of facts will not be eligible to apply for a period of at least six (6) months.

4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.
5. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
6. Informal Review
 - a. If a request for a review is received within the specified fourteen (14) day period, PHA will notify the applicant, ***in writing***, of the scheduled time and date of review.
 - b. The PHA will appoint a Review Officer to conduct the informal review. The Review Officer shall be a Housing Authority employee or other designated individual who did not participate

in the original determination of denial. The Review Officer shall not be a subordinate of the party who made the original decision to deny.

- c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
- d. The PHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.
- e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.
- f. The PHA will not be bound by a decision of the Review Officer *if* it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- g. The record of such review/determination will be maintained by the Housing Authority's Central Office.

OCCUPANCY STANDARDS

General occupancy standards for determining number of bedrooms are:

a.

UNIT TYPE	MINIMUM MEMBERS	MAXIMUM MEMBERS
Efficiency	1	2
One Bedroom	1	2
Two Bedroom	2	4
Three Bedroom	3	6
Four Bedroom	4	8
Five Bedroom	5	10

b. YMHA may assign a family to a larger unit, based on Occupancy Standards, if :

(i) no eligible family in need of the larger unit is available to move into the unit, and the family agrees to move at its own expense when a proper size unit becomes available, or

(ii) a family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability.

Selection From the Waiting List

YMHA will follow statutory requirements to insure that at least 40 % of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the median income and de-concentrate any development whose average income does not meet requirements set forth by HUD. To insure that this requirement is met, YMHA will monitor the income of new families and the income of families on the waiting list.

If it appears that the requirement to house extremely low-income families will not be met or the requirement to meet de-concentration goals established by HUD are not being met, YMHA will skip families to meet the requirement.

To assure equal opportunity and non-discrimination in selection and assignment of dwelling units, YMHA will offer housing to eligible applicants in the order applications were received after consideration has been given to applicants with, if any, cited in this policy.

The PHA plan for selection of applicants and assignment of dwelling units will be done in accordance with Plan A as listed in handbook 7465.1 Rev. 2. Under this plan, the first qualified applicant in sequence on the waiting list will be made *one* offer of a unit of appropriate size as amended by income targeting and de-concentration goals.

YMHA will maintain a record of each unit offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for rejection of an offer of an applicant.

Prior to placement, current and complete information must be furnished to verify eligibility and to determine rent amount

As a part of the Application Record, the Executive Director or his designee will certify the actions taken and determination made in writing to the applicant.

Assignment, Rejection and Acceptance of Units.

Upon receipt of all necessary information, and when YMHA discovers that units are available, YMHA will contact the first qualified applicant via mail to make the offer of housing (***persons with disabilities will be permitted to designate an acceptable method of communication as a reasonable accommodation***). The applicant will be given seven (7) calendar days from the date of the letter to contact YMHA to either accept or reject the offer of housing. Multiple letters may be mailed for the appropriate available unit(s) or developments(s) within the list the applicant has applied for. Applicants will be permitted to indicate up to four (4) choices (if multiple units are available) and confirm their intention to accept or reject the offer for housing.

Families are encouraged to view units or developments upon receipt of a unit offer and prior to accepting or rejecting the offer

If the family rejects the unit, they ***will lose*** their place on the waiting list. There are exceptions for requests for reasonable accommodations and/or medical reasons. The exception shall allow program participants to refuse a unit for good cause in relation to a reasonable accommodation for an individual with a disability. Additionally, the PHA will continue to engage in the interactive process to assist the program participant with locating housing that meets the disability-related needs.

If a family has been skipped by YMHA in order to meet de-concentration goals, they ***will not lose*** their place on the waiting list and will be offered the next appropriate unit.

All applicants who refuse one offer of housing will be moved to the bottom of the waiting list. A new application date will be issued. For the purpose of this procedure, refusals include, but may not be limited to, contacting the management office to inform YMHA that they are unable to move at the present time.

If an offer for housing is returned by the postal service, YMHA will verify that the letter was mailed to the last known address. If the address on the offer letter is correct, YMHA will contact either the applicant or a person designated by the applicant to receive correspondence, by phone, to inform them that an offer for housing was mailed and returned. If YMHA does not receive a return call from the applicant within seven (7) days of the phone contact, the applicant's file will be noted, the application will be cancelled and the unit offered to the next qualified applicant. Nothing would prevent the applicant from re-applying.

Applicants failing to accept an offer for housing after three (3) offers have been made from any particular list, will have their application withdrawn/cancelled and name removed from the waiting lists, even if the offers for housing were not made from the same waiting list. Nothing would prevent the applicant from re-applying.

The applicant will have no more than twenty (20) days to complete the move in. If an applicant fails to complete the move-in procedure within 20 days, the application will be returned and a letter mailed by the Management Staff informing the applicant that their application has been cancelled for failing to move into a unit that they accepted.

Families moving into public housing will pay a security deposit at the time of lease signing in the amount of \$50.00 or one month's rent, whichever is greater. YMHA reserves the right to allow new residents to pay security deposits in installments not to exceed 60 days. The site manager has the authority to negotiate installments with new move-ins, but must also insure tracking of the deposit is properly documented and collected.

If a family transfers from their original unit into another unit, the security deposit for the first unit will be transferred to the new unit. If the security deposit for the second unit is greater than that for the first, the difference will be collected from the family within 30 days of the transfer. If the security deposit for the second unit is less than that of the first unit, the entire security deposit will be transferred to the new unit.

In the event there are maintenance charges attributed to the family that are directly related to bringing the first unit into move-in condition for re-renting, the family shall be billed. Family is responsible for all negligent or intentional repairs beyond items repaired or replaced for normal wear and tear.

Resident Selection

Policies are designed to accomplish the following through regulations set for by DHUD.

- a. To attain, to the maximum extent feasible, a resident body in each development that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families with serious social problems.
- b. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the development's environment.
- c. To give a preference in selection of residents to applicants that qualify for local preference.
- d. To establish objective and reasonable policies for selection by the PHA among otherwise eligible applicants.

Local Authority Records

With respect to applications for admission to any low-rent public housing assisted under the United States Housing Act of 1937 shall indicate the assigned application number which is a record of the date of receipt; the determination as to eligibility; if eligible, the unit size needed; applicable preferences, if any; the circumstances of each vacancy offered and/or refused; as well as the date any application was retired. Local Authority records with respect to inquiries from families during a period of temporary suspension of formal application-taking shall indicate enough information to locate the family when application-taking resumes.

LEASING OF DWELLING UNITS

Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulationsⁱⁱ.
2. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of YMHA, prior to actual admission. ⁱⁱⁱ.
3. If a resident transfers from one YMHA unit to another, a new lease will be executed for the dwelling into which the family moves^{iv}.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - A new lease agreement will be executed, or
 - A Notice of Rent Adjustment will be executed, or
 - An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of YMHA^v.

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

B. Showing Units Prior to Leasing

1. When offering units, YMHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property.

No lease will have an effective date before the unit is ready for occupancy^{vi}.

C. Occupancy, Additions to the Household and Visitors

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

3. Examples of situations where the addition of a family or household **member is subject to screening** are:
 - Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household
4. Residents who fail to notify YMHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without YMHA approval will be considered unauthorized occupants and the entire household will be subject to eviction^{ix}.
5. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease^x.
6. Residents will not be given permission to allow a former resident of YMHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP) and the Grievance Procedure.

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement.

Families moving into public housing will pay a security deposit at the time of lease signing in the amount of \$50.00 or one month's rent, whichever is greater. YMHA reserves the right to allow new residents to pay security deposits in installments not to exceed 60 days. The site manager has the authority to negotiate installments with new move-ins, but must also insure tracking of the deposit is properly documented and collected.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of disposition explaining why the Housing Authority is withholding the security deposit will be sent.

ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria:
 - a. All new member(s) must be determined eligible.
 - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Occupancy Standards.
4. Application Denial. The PHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards.
 - c. Applicant(s) do not meet the criteria for family.
 - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. Additions which do not require approval of the applications. The PHA shall not deny approval for any of the following:
 - a. Newborn infants of members currently on the lease.
 - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. House Guests. Dwelling units are adequate in size for the resident family only. House guests staying with the family for a period in excess of 15 days per year shall be permitted **only upon advance written consent of the Housing Manager.**

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the PHA's permission in writing and include a complete outline of business activities and any other data requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- a. Local Building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on PHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

SPECIAL OCCUPANCY PROVISIONS

1. Occupancy by police officers

The Housing Authority may allow a police officer (s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

A “police officer” means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

Terms and conditions of tenancy

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority’s jurisdiction of the Housing Authority’s policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged the flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. ***Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit.*** Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

YMHA may opt to waive the flat rent of a police officer’s unit. If applied, the police officer shall perform public service to the development he/she resides in. Public service shall be calculated by using current wages earned times hours of public service and shall be equal to 1 ½ times the unit’s flat rent.

Police officer(s) may be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such a case, the Housing Authority will pay moving expenses for the family.

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D

CONTINUED OCCUPANCY

ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).
2. Who conform to the Occupancy Standard established for lower income housing (see Part C).
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history, which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.
11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
12. Who are, with the aid of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):

- a. Otherwise eligible for Continued Occupancy, and
 - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
 - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
 - d. Who are, with the aid of such assistance available to the family, able to meet all lease obligations.
13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
- a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
 - b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
 - c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. Non-citizen students: Defined by HUD in the noncitizen regulations and are not eligible for assistance.

INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspections

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

Inspections shall be conducted using the PHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the PHA. Where the family has been advised to take corrective action, the PHA staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty-four (24) hours. Non-compliance by the family may result in termination of tenancy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post-occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

REEXAMINATIONS

Re-examinations are conducted on an annual basis. Reexaminations are conducted in Management offices at least four (4) months in advance of the anniversary date.

4. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. Comply with the Federal requirements relating to annual reexaminations.
- b. Determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. Determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. Establish the Total Tenant Payment and the tenant rent to be charged to the family.

5. Annual Reexaminations

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. Families paying flat rents shall have its eligibility reexamined every three (3) years for income, but yearly for family composition and/or other items not related to income. The YMHA will conduct annual reexaminations on all residents; this includes those paying a flat rental amount.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in rent 30 days prior to the effective rent change, unless the resident has failed to comply with requests to supply information in accordance with the regulations.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy or housing assistance. Failure to complete reexamination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- b. Refusal to properly execute required documents.

6. Interim Reexaminations

The PHA must conduct interim re-examinations if income has decreased, causing a decrease in rent. The decrease must be reported within ten (10) days of the occurrence to ensure that the new rent goes into effect the 1st of the month following the change that occurred. Change in family composition also results in an interim re-examination.

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within ten (10) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.
- b. The loss or addition of a wage earner.
- c. The loss or addition of an income source.
- d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered Annual Income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc.
- e. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:
 - (i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error.
 - (ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.
 - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- f. The PHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

- g. Families claiming to have no income will be required to execute verification forms to determine that there is no source of income being received by the household. Families with no income will complete a “Zero Income Form” every six ***(6) months*** to determine level of assistance, until such time that traditional cash income is received in the household.
- h. For LIHTC units, no interim certifications are completed. Household income must be established for the next 12 months as accurately as possible.

7. Processing Reexaminations

All reexaminations shall be processed under the following conditions:

- a. All data must be verified and documented. The Housing Authority will NOT adjust rent downward until satisfactory verification is received.
- b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard Notice of Rent Adjustment which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by Notice of Rent Adjustment.
- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change occurred.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. The Housing Authority may terminate or not renew the lease for failure to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.
10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.

11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than fifteen (15) days per calendar year. PHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. The Housing Authority may recover cost of filing eviction actions by passing them on to the resident except in those cases where the court rules in favor of the resident. Charges would be levied in accordance with the current fees charged by the court with jurisdiction in the case.
14. Procedure for termination of the Lease shall be as follows:
 - a. The Housing Authority shall give 30 days written notice of termination if said termination is caused by Resident's failure to pay rent.
 - b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.
 - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.
 - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
 - (i) Name and identification of the unit occupied
 - (ii) Date and copy of Notice of Termination
 - (iii) Specific reason(s) for Notice to Terminate
 - (iv) Date and method of notifying tenant of reasons for lease termination
 - (v) Summary of any conference(s) with the tenant, including names of conference participants

15. Over-Income Limit (HOTMA) FR Vol 83, No 144

After a family's income has exceeded 120 percent of the area median income (AMI) for two consecutive years, YMHA must:

- a. Terminate the family's tenancy within 6 months of the second income determination; or
- b. Charge the family a monthly rent equal to the GREATER of
 1. the applicable Fair Market Rent (FMR); or
 2. the amount of monthly subsidy for the unit, including amounts from operating and capital fund, as determined by regulations

YMHA must notify the family of the potential changes to monthly rent after one year of the family's income exceeding the over-income limit.

24 CFR 960.261 Unless it is required to do so by local law, YMHA may not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing, if the family has a valid contract for participation in an FSS program under 24 part 984. A PHA may not evict a family for being over the income limit for public housing if the family currently receives the earned income disallowance provided by [42 U.S.C. 1437a\(d\)](#) and [24 CFR 960.255](#).

Transfer Policy:

Reassignment or transfers to other dwelling units shall be made without regard to race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.

Transfer requests can be a reasonable accommodation for individuals with disabilities, including cost responsibility and rejections for good cause, in accordance with the transfer policy in the Reasonable Accommodation Policy and Procedure.

Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriately sized unit.
- b. To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

Residents shall not be transferred to a dwelling unit of equal size either within a development or between developments, except for alleviating hardships as determined by the Director or his designee.

Residents will receive one offer of transfer. Refusal of that offer without good cause will result in lease termination for transfers that are considered mandatory or the removal of the household from the transfer list for voluntary transfers (see Reasonable Accommodations Policy for exceptions),

All transfers shall be made at resident's own cost except in the case of demolition and modernization (see Reasonable Accommodations Policy for exceptions).

Mandatory Transfers:

All transfers in this category will take precedence over new admissions.

Emergency Transfers are executed when the housing authority determines that conditions pose an immediate threat to resident's life, health or safety of a household member. *Life threatening conditions must be verified.*

Examples of emergency transfers include but are not limited to:

Residents who agree to testify in court in Drug-related and criminal activities that threaten the health and safety of YMHA employees or other residents.

In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a unit in the appropriate size is available. If the appropriate size is not available, the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.

When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:

- (a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.
- (b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
- (c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property. A transfer to a correctly sized apartment will be considered permanent.

Administrative Transfers for witnesses of crimes that may face reprisals, victims of hate crimes, to alleviate verifiable medical problems that are not of a life-threatening manner, to permit modernization or demolition, or permit a family that requires a unit with accessible features to have that unit, or to avoid concentration of the economically and socially deprived families.

If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority's expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the PHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

A resident who desires to relocate on advice of a physician may request a transfer with the PHA, however, the resident must provide the PHA with verification from an approved physician. This transfer must have approval of Executive Director.

Transfers for Non-Handicapped Families Living in Handicapped Designated Units.

- (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.
- (ii) The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has no disabled members. The PHA will advise the family of the requirements to transfer if and when a handicapped

designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

- (iii) This section establishes both that the Housing Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:
 - (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
 - (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.
 - (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
 - (d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.

Occupancy Rate Transfers To relieve overcrowding or under-housing.

If a tenant's family composition ***no longer*** conforms to the Housing Authority's Occupancy standards for the unit occupied, the PHA may require the tenant to move into a unit of appropriate size. This section establishes both that the Housing Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- (i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.
- (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
 - (a) Residents who are under-housed by two bedrooms;
 - (b) Residents who are over-housed by two bedrooms;
 - (c) Residents who are under housed by one bedroom;
 - (d) Residents who are over housed by one bedroom;

- (iii) The PHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
- (iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by PHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.
- (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.
- (vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
- (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from PHA with at least fifteen (15) days following the notice to transfer to the new dwelling.

Voluntary Transfers

Transfers in this category are considered low priority and will only be granted if all mandatory transfers have been completed. ***Transfers in this category will not take precedence over new admissions.***

To address hardships identified by residents, and supported by documentation provided to YMHA by the resident.

Employment reasons: (closer to employer)

Self-sufficiency: (closer to school, closer to job training, closer to childcare provider)

Social Reasons: * (transfers to address situations that interfere with the peaceful enjoyment of the premises by other residents or the family requesting the transfer)

*YMHA is under no obligation to transfer residents for social reasons unless all other requests for transfers for cause have been satisfied.

Maintaining the Transfer Lists:

- a. The Executive Director or other designated staff shall:
 - (i) Prepare and prioritize a transfer list for each neighborhood monthly.
 - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
 - (iii) Determine whether a vacancy is used for transfer or move-in.

- (iv) Maintain transfer logs and records for audit.
 - (v) Notify residents with pending transfers as their name approaches the top of the list.
 - (vi) Conduct home visits at the current dwelling unit for housekeeping.
 - (vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
 - (viii) Participate in evaluation of requests for transfer based on requests for reasonable accommodation for an individual with a disability.
 - (ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.
 - (x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete transfer.
 - (xi) Process transfer documents to appropriate PHA staff.
 - (xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
 - (xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.
 - (xiv) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA.
 - (xv) Family signs new lease.
- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. If a resident with disabilities rejects a transfer to a unit offered by YMHA as a reasonable accommodation with good cause, the PHA will continue to work with the resident to locate a more suitable unit for the resident. If a resident with disabilities rejects a transfer to a unit offered by the PHA as a reasonable accommodation without good cause, the resident's reasonable accommodation request to transfer to a different unit will be deemed as invalid and the resident will have to resubmit a reasonable accommodation request if they would like to attempt to transfer again as a reasonable accommodation.
- c. Any resident aggrieved by any action or inaction of the PHA relative to his/her transfer request may file a request for a hearing in accordance with the Grievance Procedure.
- d. In general, and in all cases of resident requested transfers, residents will be considered for transfer only if the head of the household or any other member of the family

- Have **not** engaged in criminal activity that threatens the health and safety of resident and staff
- Do **not** owe back rent or other charges related to promissory notes
- Meet housekeeping standards and have no outstanding housekeeping lease violations
- Can get utilities turned on in the name of the ***head of the household, if applicable.***

This policy is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the Grievance Procedure.

ABANDONMENT OF A UNIT

ABANDONMENT POLICY IS SUBJECT TO REQUESTS FOR REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES

The PHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified the PHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Failure to maintain utility service;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment;
- f. Mail forwarding order filed with Postal Service;
- g. Accumulation of unclaimed mail;
- h. Failure to respond to two (2) written requests to contact management;
- i. Inspection of apartment indicates a lack of furnishings and edible food;

The Housing Authority will post a seven (7) day notice at the abandoned unit. The seven (7) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within (7) seven days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. PHA may remove and dispose of any personal property left in the resident's dwelling or elsewhere on the PHA's property in accordance with State of Ohio Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in PHA's sole discretion, it is determined that verifiable conditions existed which prevented the resident from occupying the dwelling.

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD

FRAUD

Youngstown Metropolitan Housing Authority takes an aggressive approach against fraudulent acts in its housing programs. Clients are required to provide accurate, current, complete and true information relative to their household income and composition.

For the purpose of this policy, fraudulent activity is defined as a person who knowingly makes or caused to make false or misleading statements or representations to benefit themselves, another person or household, or to realize housing or housing benefits subsidized by Youngstown Metropolitan Housing Authority or other federally subsidized programs that they would not normally be entitled to receive had all information been provided.

If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the PHA will take action to determine whether there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30 day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGI) or to local or state prosecutors with a copy to RIGI for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the client's file discloses that they made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the client may be required to vacate the apartment even though he/she may be currently eligible.
3. A client family who has made misrepresentation of income or family circumstances is subject to eviction, loss of assistance and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy. Failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease or assistance. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases that, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

Additional Information on Fraud can be found in Appendix O and P

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F
RENT POLICY

RENT POLICY

1. Minimum Rental Amount

The PHA has established a minimum Total Tenant Payment of \$50.00 per month for all Public Housing Developments.

2. Rent Collection

- a. Rent is due on the first of each month and is considered late if not paid after the 7th day of the month.
- b. A 30-Day Notice of Termination will be served on the tenant on the 8th day of the month if rent is not paid. If the total rental payment due is not paid within 30 days, the PHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.
- c. If a family is served four (4) late notices within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.
- d. All AMPs are required to deliver any and all payments to the Central Office within 24 hours of receipt. If payments are left at the AMP overnight, they must be securely locked.

3. Payments after the Delinquency Date

The family may enter into a written agreement with the PHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. Should the family fail to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a notice to vacate to the family. Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. **Tenant Repayment Agreement.** Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

Notice PIH 2010 - 19 (HA)

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

Example:

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

Repayment Time Period. The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Example: The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above
 - a. For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

5. Vacated Tenants with Balances

Vacated tenants will have thirty (30) days from the date of the statement of Move Out TAR account to pay the account or make arrangements for payment. Accounts may be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, the PHA Housing Manager retains the discretion to receive partial payment of the security deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

In properties originally designated for the exclusive occupancy by elderly or disabled or disabled persons, and all Traditional Public Housing properties, the PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats. Assistance animals for use by individuals with disabilities are not subject to the requirement to pay a pet deposit in accordance with the Pet Regulations.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
- b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
- c. The remaining balance will be paid within thirty (30) days of move-out.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,
- b. Income Based Rents: The monthly rental amount shall not exceed (up to) 30% of monthly Adjusted Income. Income Based Rents shall not be less than the minimum rental amount.

The term “Adjusted Income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400 for any elderly or disabled family;
- (ii) The amount by which 3% of the annual family income is exceeded by the sum of:
 - (a) Un-reimbursed medical expenses for any elderly family or disabled family;
 - (b) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;

- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- (v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;
- (vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
 - (a) The amount that such family member has legal obligation to pay, or,
 - (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not:
 - (a) 18 years of age or older, and
 - (b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority shall provide the following as incentives for employment and economic self-sufficiency:

- a. Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

After the first 12 months, the disallowance amount is 50 percent of the amount by which new income exceeds the former income (income before the disallowance began). Thus, if a resident received a raise during the first 12 months of employment, or changed to a job that paid more than the initial job, the amount disallowed during the first 12 months is the entire amount by which the earnings exceed the former income.

After the first 12 months, the disallowance would be based on 50 percent of the increased annual income. Every resident that qualifies for a disallowance receives two (2) different disallowance periods. Twelve (12) months of full disallowance. Twelve (12) months of 50 percent disallowance.

- b. Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12 month period.)

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

- a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to re-determination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's Grievance Procedure.

APPENDIX A

INCOME LIMITS

REFER TO CURRENT INCOME LIMITS AT:

<http://www.huduser.org/portal/datasets/il.html>

REFER TO CURRENT INCOME/RENT LIMITS FOR LIHTC UNITS AT:

<http://ohiohome.org/>

APPENDIX B

Utility Allowances (Based on Usage)

Youngstown Metropolitan Housing Authority													
Electric Allowance Revision													
as of Usage thru 6-30-20													
		July	August	Sept	Oct	Nov	Dec.	Jan	Feb	March	April	May	June
141	2 BR	50.79	50.79	50.79	42.33	42.33	45.15	50.79	45.15	42.33	39.51	39.51	42.33
	3 BR	62.08	62.08	59.26	50.79	50.79	59.26	67.73	59.26	56.44	50.79	47.97	53.62
260	3 BR	110.05	110.05	101.59	81.84	81.84	87.48	101.59	87.48	81.84	81.84	79.01	98.77
142	2 BR	62.08	62.08	56.44	45.15	45.15	50.79	56.44	50.79	45.15	45.15	39.51	50.79
150	3 BR	81.84	84.66	73.37	64.90	73.37	81.84	84.66	79.01	70.55	64.90	62.08	73.37
180	3 BR	64.90	64.90	62.08	53.62	62.08	67.73	67.73	64.90	62.08	56.44	50.79	53.62
261	3 BR	135.45	124.16	115.70	101.59	87.48	90.30	101.59	87.48	81.84	93.12	90.30	110.05
	4 BR	158.03	146.74	135.45	104.41	112.88	110.05	129.81	112.88	107.23	112.88	101.59	126.99
Brier H	0 BR	50.79	47.97	50.79	36.68	33.86	36.68	42.33	39.51	36.68	36.68	36.68	45.15
	1 BR	33.86	33.86	36.68	33.86	33.86	36.68	39.51	33.86	33.86	33.86	31.04	31.04
	2BR	67.73	64.90	64.90	50.79	45.15	47.97	56.44	50.79	50.79	45.15	42.33	56.44
	3BR	73.37	73.37	73.37	56.44	50.79	56.44	59.26	53.62	50.79	50.79	50.79	67.73
	4BR	84.66	81.84	79.01	59.26	56.44	62.08	70.55	62.08	59.26	59.26	59.26	70.55
	5BR	76.19	73.37	70.55	64.90	79.01	90.30	90.30	79.01	79.01	73.37	64.90	67.73
143	2BR	62.08	64.90	59.26	50.79	50.79	53.62	53.62	47.97	45.15	45.15	42.33	53.62
160	3BR	70.55	70.55	64.90	56.44	56.44	62.08	70.55	62.08	59.26	56.44	53.62	59.26
Rockfo	1BR	33.86	33.86	31.04	36.68	39.51	42.33	45.15	42.33	39.51	39.51	33.86	33.86
	2BR	50.79	50.79	50.79	42.33	42.33	47.97	56.44	47.97	45.15	42.33	39.51	42.33
	3BR	59.26	62.08	56.44	50.79	50.79	59.26	64.90	56.44	53.62	50.79	47.97	53.62
	4BR	76.19	76.19	73.37	64.90	64.90	70.55	79.01	67.73	64.90	62.08	62.08	64.90
Victory	0BR	33.86	33.86	31.04	28.22	28.22	31.04	36.68	33.86	28.22	28.22	28.22	31.04
	1BR	39.51	36.68	36.68	33.86	33.86	36.68	42.33	36.68	33.86	33.86	31.04	33.86
	2BR	50.79	50.79	53.62	47.97	47.97	53.62	59.26	53.62	50.79	47.97	42.33	45.15
	3BR	62.08	56.44	59.26	47.97	47.97	50.79	53.62	47.97	45.15	45.15	45.15	53.62
	4BR	70.55	67.73	67.73	56.44	53.62	59.26	64.90	56.44	53.62	53.62	50.79	62.08
144	2BR	42.33	45.15	42.33	33.86	33.86	33.86	42.33	39.51	33.86	33.86	33.86	36.68
	3BR	59.26	62.08	67.73	62.08	62.08	84.66	101.59	90.30	90.30	73.37	56.44	53.62
502	3BR	73.37	76.19	76.19	62.08	62.08	76.19	79.01	70.55	76.19	73.37	62.08	70.55
	4BR	87.48	90.30	87.48	73.37	70.55	79.01	84.66	73.37	73.37	70.55	64.90	79.01
	5BR	90.30	90.30	87.48	73.37	70.55	81.84	81.84	79.01	73.37	73.37	67.73	79.01
Kirwan	0BR	33.86	33.86	33.86	33.86	33.86	39.51	47.97	42.33	39.51	36.68	33.86	36.68
	1BR	39.51	39.51	39.51	36.68	36.68	42.33	45.15	42.33	39.51	36.68	33.86	36.68
	2BR	47.97	50.79	47.97	42.33	39.51	45.15	47.97	45.15	39.51	36.68	36.68	42.33
	3BR	53.62	56.44	56.44	47.97	42.33	47.97	53.62	50.79	45.15	45.15	42.33	50.79
	4BR	76.19	84.66	79.01	64.90	62.08	67.73	70.55	67.73	59.26	59.26	56.44	70.55
	5BR	101.59	112.88	118.52	107.23	87.48	87.48	95.94	87.48	79.01	79.01	90.30	98.77

Youngstown Metropolitan Housing Authority
Gas Allowance Revision
as of Usage thru 6-30-20

		July	August	Sept	Oct	Nov	Dec.	Jan	Feb	March	April	May	June
141	2 BR	19.24	19.24	26.94	46.18	92.35	123.13	138.53	123.13	107.74	73.11	53.87	23.09
	3 BR	23.09	23.09	30.78	57.72	107.74	153.92	173.16	157.77	138.53	88.50	57.72	26.94
260	3 BR	19.24	19.24	23.09	42.33	73.11	96.20	103.89	92.35	76.96	53.87	30.78	19.24
142	2 BR	23.09	23.09	26.94	30.78	57.72	92.35	115.44	103.89	69.26	69.26	42.33	23.09
150	3 BR	23.09	23.09	23.09	26.94	38.48	61.57	76.96	76.96	69.26	57.72	38.48	23.09
180	3 BR	23.09	23.09	23.09	30.78	50.02	76.96	92.35	88.50	76.96	57.72	38.48	23.09
261	3 BR	19.24	19.24	23.09	42.33	76.96	96.20	107.74	100.05	76.96	50.02	34.63	23.09
	4 BR	23.09	23.09	23.09	42.33	80.81	100.05	107.74	100.05	76.96	50.02	34.63	23.09
Brier H	0 BR	15.39	15.39	15.39	26.94	46.18	61.57	65.42	57.72	50.02	34.63	19.24	15.39
	1 BR	15.39	15.39	19.24	34.63	53.87	69.26	69.26	65.42	57.72	38.48	23.09	15.39
	2BR	15.39	15.39	19.24	30.78	53.87	69.26	73.11	65.42	53.87	34.63	23.09	15.39
	3BR	19.24	19.24	23.09	34.63	61.57	80.81	84.65	76.96	57.72	46.18	30.78	19.24
	4BR	23.09	23.09	30.78	38.48	65.42	96.20	111.59	96.20	76.96	57.72	38.48	23.09
	5BR	26.94	26.94	34.63	38.48	76.96	123.13	161.61	138.53	119.29	100.05	65.42	34.63
143	2BR	19.24	19.24	23.09	30.78	46.18	65.42	100.05	103.89	84.65	73.11	50.02	30.78
160	3BR	19.24	19.24	23.09	34.63	53.87	84.65	88.50	88.50	76.96	53.87	42.33	26.94
Rockfc	1BR	19.24	19.24	23.09	38.48	69.26	88.50	92.35	84.65	76.96	50.02	30.78	19.24
	2BR	19.24	19.24	23.09	38.48	69.26	92.35	100.05	88.50	76.96	50.02	34.63	23.09
	3BR	23.09	23.09	26.94	46.18	88.50	111.59	123.13	107.74	92.35	61.57	38.48	23.09
	4BR	23.09	26.94	30.78	53.87	103.89	123.13	130.83	115.44	100.05	69.26	42.33	30.78
Victory	0BR	15.39	15.39	19.24	26.94	46.18	57.72	61.57	53.87	46.18	30.78	23.09	15.39
	1BR	15.39	15.39	19.24	30.78	53.87	69.26	69.26	61.57	57.72	38.48	26.94	15.39
	2BR	19.24	23.09	30.78	50.02	92.35	119.29	126.98	115.44	103.89	65.42	42.33	23.09
	3BR	23.09	23.09	26.94	38.48	69.26	84.65	88.50	80.81	73.11	50.02	38.48	26.94
	4BR	23.09	23.09	30.78	46.18	76.96	92.35	103.89	92.35	80.81	53.87	38.48	26.94
144	2BR	23.09	23.09	26.94	38.48	84.65	115.44	138.53	123.13	107.74	76.96	50.02	26.94
	3BR	23.09	23.09	26.94	42.33	96.20	150.07	192.40	180.85	153.92	115.44	76.96	34.63
502	3BR	26.94	26.94	26.94	42.33	69.26	96.20	115.44	107.74	103.89	73.11	50.02	26.94
	4BR	26.94	26.94	30.78	42.33	76.96	111.59	138.53	115.44	111.59	84.65	53.87	30.78
	5BR	26.94	26.94	30.78	50.02	92.35	130.83	161.61	146.22	134.68	100.05	73.11	34.63
Kirwar	0BR	15.39	15.39	15.39	23.09	38.48	46.18	53.87	46.18	46.18	34.63	23.09	15.39
	1BR	19.24	19.24	19.24	26.94	50.02	65.42	73.11	65.42	57.72	42.33	30.78	19.24
	2BR	19.24	19.24	23.09	30.78	61.57	76.96	84.65	76.96	69.26	50.02	34.63	23.09
	3BR	23.09	23.09	23.09	30.78	57.72	73.11	80.81	73.11	69.26	50.02	34.63	23.09
	4BR	26.94	26.94	30.78	42.33	73.11	100.05	107.74	100.05	84.65	65.42	42.33	26.94
	5BR	30.78	30.78	34.63	53.87	96.20	115.44	130.83	115.44	107.74	80.81	50.02	34.63

Water Allowance Revision					
as of Usage thru 6-30-20					
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
141	2 BR	181.70	181.70	181.70	181.70
	3 BR	181.70	181.70	181.70	181.70
260	3 BR	272.56	272.56	272.56	272.56
142	2 BR	121.14	121.14	121.14	121.14
150	3 BR	211.99	211.99	211.99	211.99
180	3 BR	151.42	151.42	151.42	151.42
261	3 BR	302.84	302.84	302.84	302.84
143	2BR	151.42	151.42	151.42	151.42
160	3BR	211.99	211.99	211.99	211.99
144	2BR	151.42	151.42	151.42	151.42
	3BR	211.99	211.99	211.99	211.99
500	0 BR	90.85	90.85	90.85	90.85
	1 BR	121.14	121.14	121.14	121.14
502	3BR	272.56	272.56	272.56	272.56
	4BR	272.56	272.56	272.56	272.56
	5BR	333.13	333.13	333.13	333.13

Appendix C

GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE Youngstown Metropolitan Housing Authority

1. PURPOSE:

To assure that a resident is afforded an opportunity for a hearing if the resident disputes any action, or failure to act, involving the resident's lease, or in cases of disputes, regulations which adversely affect an individual's rights, duties, welfare or status.

This procedure shall not apply to disputes between residents that do not involve YMHA or class grievances. It is not intended as a forum for initiating policy changes by residents or groups of residents.

This procedure also shall not apply to terminations of the lease involving criminal activity and drug-related criminal activity.

2. DEFINITIONS:

- A. Authority: YMHA
- B. Resident: An adult person or persons who reside in the unit and who executed the lease with YMHA as lessee of the dwelling unit or the remaining head of household of the resident's family.
- C. Complainant: Any resident whose grievance is presented to YMHA at the development's management office.
- D. Hearing Officer: The person designated to hear grievances and render decisions on the complaint.
- E. Grievance: Any dispute with respect to YMHA action or failure to act in accordance with lease requirements, or regulations which adversely affect an individual's rights, duties, welfare or status.
- F. Elements of Due Process: An eviction action or termination of tenancy in a State or Local court in which the following safeguards are required:
1. Adequate notice to the resident of the grounds for terminating the lease and eviction.
 2. Right of the resident to be represented by counsel.
 3. Opportunity for the resident to refute the evidence presented by YMHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense against the charge.

4. A decision of a court of law based on the merits of testimony.

G. Resident Organization: A formally recognized organization, pursuant to DHUD regulations, of duly elected residents.

3. **INFORMAL SETTLEMENT OF A GRIEVANCE:**

- A. Any grievance or complaint must be presented in writing to the Management Office in which the complainant resides, so that the grievance may be informally discussed and settled without a Hearing. Requests for an informal private conference to resolve applicable complaints, must be submitted within 14 days of YMHA's action or failure to act on the matter, which caused the grievance.

Said request must contain:

1. The grounds upon which the complaint is based.
 2. The action the resident would like to see taken.
 3. Current information (name, address, phone) of the complainant and his/her representative.
- B. Upon completion of the informal private conference, a written summary will be prepared by the staff person who conducted the informal hearing and mailed to the complainant within five working days. The summary shall specify the names of the participants, the date of the meeting, the nature of YMHA's proposed disposition of the complaint and specify the reasons for YMHA's decision.

The written summary shall specify the procedures by which a resident may obtain a Hearing in accordance with 24 CFR 966.55, if the complainant is not satisfied with YMHA's decision.

4. **REQUESTS FOR FORMAL GRIEVANCE HEARING:**

- A. If the complainant is not satisfied with YMHA's decision, he/she may submit a written request for a formal Grievance Hearing. Such requests must be submitted to YMHA's Central Office, or the Management Office in which the complainant resides, within 14 days of the date of the informal private conference. Complainant can obtain copies of the request form at their management office.

Such requests will be date stamped and distributed to the appropriate YMHA staff along with copies of the complaint and summary of the private conference. Upon receipt of a written request for a formal Grievance Hearing, the Housing Director or his designee shall promptly contact the appointed Hearing Officer for a date, time and reasonably convenient location for the Hearing and notify the complainant in writing of it, provided the request was submitted in a timely manner.

- B. If the complainant fails to request a Hearing within the 14 days, their right to a Formal Hearing is waived, and YMHA's proposed disposition of the grievance will stand.

- C. Complainants maintain the right to disagree with any decision made by YMHA by exercising their right to due process and contesting the matter in a court of law, whether they have filed a grievance or not.
- D. YMHA, in accordance with Federal Law, has determined that criminal activity and/or drug-related criminal activity by residents, household members, guests or anyone on the property with the consent of and/or under the control of a resident, household member, or guest, seriously threatens the health, safety or right to the peaceful enjoyment of YMHA's public housing premises by other residents, employees and contractors/agents. Therefore, violations of the lease in these particulars do not qualify for administrative grievance procedures, but leaseholders still have the right to contest them in court.

5. **HEARING OFFICER:**

The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person. The HA may use a staff person, or may utilize a hearing officer who is not a HA staff person.

6. **THE HEARING:**

- A. The parties shall be entitled to a fair Hearing before the Hearing Officer and may be represented by counsel or another person chosen as a representative.
- B. The Hearing shall be private unless complainant requests and the Hearing Officer agrees to a public Hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Any person may be excluded for willful interference of the proceedings and such action may cause a decision to be rendered in the favor of the other party.
- C. Complainant or YMHA may arrange, in advance and at the expense of the party making the request, for a transcript of the Hearing. Any interested party may purchase a copy of such transcription.
- D. YMHA will provide reasonable accommodations for persons with disabilities to participate in the Hearing. Reasonable accommodations may include sign language interpreters, readers, attendants and accessible locations. Visually impaired residents shall have the right to be supplied notices in the accessible format.
- E. If the dispute is over the amount of rent or other charges which YMHA claims is due, the complainant must pay the claimed amount to the YMHA who, in turn, must deposit said amount in a Grievance Deposit Account established in a local bank not normally handling YMHA funds, or deposit said amount with the Clerk of Courts pending settlement of the dispute by the Hearing Officer.
- F. If a complainant or YMHA fails to appear at a Hearing, the Hearing Officer may postpone the Hearing for five working days, or make a determination that the complainant or YMHA

has waived their rights to the Hearing. If the Hearing Officer does postpone, notice of same shall be delivered or mailed to the complainant. If complainant fails to show on the rescheduled date, this constitutes a waiver of complainants' rights to a Grievance Hearing, but not a waiver to contest the dispute in court.

- G. At the Hearing, the complainant must make a prima facie case and then the burden of proof is on the YMHA to justify the action or inaction proposed by it in its written summary to the complainant. The complainant and YMHA may present evidence and arguments in support of their position, controvert evidence, and confront and cross-examine all witnesses. The YMHA may present evidence and arguments in support of its decision, controvert evidence relied upon by the complainant, and confront and cross-examine all witnesses on whose testimony or information the complainant relies. Hearings conducted by the Hearing Officer shall be informal, and any oral or documentary evidence, pertinent to the facts and issues raised by the complaint and answer, may be received without regard to admissibility rules or evidence applicable in judicial proceedings.

7. DECISIONS OF THE HEARING OFFICER:

- A. If the answer to the grievance filed challenges whether a proper grievance under this procedure has been filed, the Hearing Officer shall first determine that question and enter such finding in the record of the proceeding.

The Hearing Officer may permit, at that point, the complainant or his representative to modify the stated complaint to clarify their complaint. If the Hearing Officer decides no proper grievance under this procedure has been filed, the record of the proceeding shall so state and any monies on deposit for complainant shall be withdrawn and disbursed by YMHA to the proper person(s) or agency.

- B. The decision of the Hearing Officer shall be based solely and exclusively upon facts presented at the Hearing and upon applicable YMHA and HUD regulations. To the extent that the decision is not inconsistent with State law, the United States Housing Act of 1937, as amended, HUD regulations and requirements set forth thereunder, or the Annual Contributions Contract, and to the extent provided in subsection g. below, the decision of the Hearing shall be binding.
- C. If both parties agree to prepare a proposed solution or decision to the Hearing Officer, each party shall submit same to the Hearing Officer for his consideration.
- D. The Hearing Officer shall prepare his written decision, including a statement of findings and conclusions, as well as the reasons or basis therefore, addressing all material issues raised by the parties. This shall be done within a reasonable time after the date of the Hearing. Copies thereof shall be mailed or delivered to the parties and/or their representatives.

- E. The written decision of the Hearing Officer, with all names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a Complainant.
- F. Any judicial decision or related settlement pertaining to the decision of the Hearing Officer shall also be maintained on file by the Authority and made available for inspection by a Complainant.
- G. If the decision is in favor of the Complainant, the Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless the Board of Commissioners of the Authority determines and notifies the Complainant, in writing, within thirty days that the Hearing Officer has acted arbitrarily or exceeded his authority. In such event the Hearing Officer's decision may be judicially reviewed in any court of competent jurisdiction.

8. APPEALS FROM THE HEARING OFFICER'S DECISION

- A. A decision by the Hearing Officer, which is in favor of the YMHA and/or denies the Complainant his requested relief in whole or in part, shall not constitute a waiver of, whatever rights the Complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in the matter. In such judicial proceedings, the Authority shall, by stipulation or other appropriate means, be limited to invoking against the Complainant the grounds originally relied on by the Authority in its proposed disposition of the complaint.

9. NOTICE TO VACATE PREMISES

- A. At the time of the private conference or other appropriate advice of reasons of the proposed eviction, the Resident must be informed in writing of:
 - 1. The specific reasons for the proposed lease termination; and
 - 2. His right to request a Hearing upon the grounds for the lease termination within five working days from the date of the conference.
- B. If the Resident is entitled to a Hearing on the proposed lease termination and the Hearing Officer, by his decision, upholds YMHA's proposal to terminate the lease, an action to regain possession may not be commenced unless the Resident's right to use and/or occupy the premises has been terminated by State required statutory notice to vacate. Such notice to vacate may not be given prior to the date on which the Hearing Officer's decision upholding the proposed lease termination is delivered or mailed to the Resident unless his rights have been waived under this Grievance Procedure.
- C. When such notice to vacate is given to the Resident, he must be informed in writing that:

1. If he fails to quit the premises within three days, appropriate legal action will be brought against him;
2. If suit is brought against him, he may be required to pay court costs and attorney fees incurred; and
3. If he chooses to contest the legal action, the YMHA must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

10. THIS GRIEVANCE PROCEDURE IS NOT INTENDED, nor will it be used, as a substitute for complaints of violation of law for which an adequate remedy is afforded by the laws, criminal and civil, of the United States of America, the State of Ohio, County of Youngstown, City of Warren or other local government entities.

No failure to furnish services by the YMHA to the Resident shall serve as the basis for any grievance if the failure has resulted directly or indirectly from a strike or walkout, legal or illegal, or by any other act not directly attributable to the negligence of the YMHA and within its control.

APPENDIX D

Youngstown Metropolitan Housing Authority PET REGULATIONS

Youngstown Metropolitan Housing Authority (YMHA) will apply this policy in a manner that does not limit or impair the rights of persons with disabilities under Federal, State or local laws.

THE PET DEPOSIT POLICY DOES NOT APPLY TO PET OWNERS OR ANIMALS THAT ARE USED TO ASSIST PERSONS WITH DISABILITIES. YMHA REQUIRES THAT THE APPLICANT OR RESIDENT CERTIFY IN WRITING THAT THE RESIDENT OR FAMILY IS A PERSON WITH A DISABILITY; AND THAT THE ANIMAL ACTUALLY ASSISTS THE PERSON WITH A DISABILITY.

- Assistance Animal is an animal that is needed as a reasonable accommodation for individuals with disabilities and is not subject to YMHA's Pet Regulations. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of an individual with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of an individual's disability.

Any item not covered within this policy, shall be administered and enforced within the guidelines currently in effect or published in the Federal Register.

This policy applies to developments originally designed for the occupancy by families and developments designed for occupancy by elderly/disabled families.

This policy applies to all public housing developments and affordable housing units.

The Youngstown Metropolitan Housing Authority (YMHA), hereby establishes the following rules to be applied to requests of its applicants and residents to own and maintain a pet in a development listed on the proceeding page.

The decision to permit any pet within any specific development shall lie exclusively within the sole discretion of YMHA, based upon the factors that soon follow.

If there is a disagreement as to the initial decision, it may be appealed to the Executive Director or his designee. His/Her decision shall be final. Further recourse may be sought through the courts.

Each individual request will be considered and decided upon its own specific merits. Prime consideration will be given to the safety, health and welfare of the individual resident and the total resident body of the development or neighborhood in which the request came from.

Principal consideration will be given to the residents living in close proximity to the pet and the specific personal characteristics of the pet.

- A. Residents of a development or unit may keep a pet subject to the following rules.
 - 1. Resident(s) must provide YMHA with a non-interest bearing “pet damage” deposit, which is to be collected in addition to the normal security deposit the resident is responsible for. The amount of the pet deposit will be \$ 300.00.

The deposit is to be used by management at the termination of the lease or residency of the pet toward reimbursement of the cost of repairing any and all damages to the residence resulting from housing the pet. This deposit, less any deductions for costs as listed on an itemized statement to the resident, will be refunded (without interest) upon the permanent removal of the pet from the unit and a complete inspection of the unit by management. (Furniture will be moved or removed at the request of YMHA to insure that thorough inspection can be completed).

Resident Initials Date

YMHA Date

RULES

1. All units that have housed a pet may be exterminated and deodorized by contracted commercial exterminator, at the resident's expense, if it is found to be necessary during the occupancy of the pet or upon its temporary or permanent removal from the unit. The cost of extermination shall be billed to the resident if done during the occupancy of the pet or deducted from the pet damage deposit if necessary, upon the permanent removal of the pet from the unit.
2. Resident agrees to provide YMHA with a signed, notarized agreement. The agreement must be signed by both the resident and another person or legal entity, having responsibility to act as a temporary or permanent caretaker for the pet if the resident is unable to care for it. (EXHIBIT A).
3. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, YMHA may contact the responsible party listed in the agreement referred to above, and request the pet be removed from the property. If YMHA has made reasonable attempts to contact the responsible party, but the party is either unwilling or unable to comply with the request, YMHA may enter the pet owner's unit, remove the pet and place it in a facility for a period of no less than 30 days. At the expiration of the 30 day period, said pet may be disposed of or given to any person willing to accept it. Any costs related to the temporary shelter of a pet or disposal (euthanasia) shall be borne by the resident, either through billing or deductions from a pet deposit.
4. Only common household pets as defined in 24 CFR 5.306 are permitted. For the purpose of this policy, common household pets means smaller domesticated animals such as a dog, cat, bird, rodent, fish, rabbit or turtle that is traditionally kept in a home rather than for commercial purposes. Common household pets do not include reptiles and certain breeds of dogs such as Rottweiler, German shepherd, pit bull or any other pet exceeding height and weight limitations listed in this policy.
5. Prior to housing a pet, residents must request permission, in writing **and** comply with all requirements for keeping a pet. (Exhibit B- Pet Information Record).

Resident's Initials

Date

YMHA

Date

6. Resident must register all pets prior to bringing them on the premises. Registration must include a certificate signed by a licensed veterinarian; all information that identifies the pet as a common household pet; and the name, address and phone number of the person who will care for the pet if the owner dies or becomes unable to care for the pet. Information on pets must be updated on an annual basis at the resident's regular recertification.
7. No pet shall be left unattended in a dwelling unit for more than 24 consecutive hours.
8. All dogs and cats must be kept on a leash that is six (6) feet long or less when outside of the resident's apartment or unit. Residents owning an approved pet are not permitted to set up runs longer than six (6) feet, exterior houses or kennels.
9. No pet's mature growth shall exceed fifteen (15) inches in height, measured from ground to shoulder and weight shall not exceed 25 pounds.
10. Guests are not permitted to bring pets onto YMHA property without first complying with all rules set forth in this policy.
11. Residents are not permitted to pet sit or house a pet without completely complying with this policy.
12. All cats and dogs must be effectively restrained outside the dwelling unit. All other pets (birds, fish, etc.) must be transported in a pet carrier in all areas of the development outside the dwelling unit. Pets are not permitted in common areas of the development such as management offices, community rooms, storage rooms or landscaped areas.
13. The resident is responsible for immediately disposing of all animal waste excreted inside the unit. Resident shall pick up and dispose of all animal droppings outside the unit in the following manner:
 - A. Wastes must be picked up and placed in a plastic bag, tightly secured and deposited in an approved receptacle. (Poorly disposed of waste and excessive amounts of waste outside the dwelling units may be cause for termination of the pet agreement.)
 - B. Residents owning a cat must provide a litter box for their cat, change litter at least twice per week and separate waste from the litter box at least once per day.

Resident's Initials Date

YMHA Date

17. The pet permit may be revoked in the event the resident fails to comply with the conditions of this agreement. The permit may also be revoked for permitting the pet to run loose and disturb other residents. Examples of disturbing residents include but are not limited to excessive barking, biting, clawing and scratching of residents or employees of YMHA or other approved pets in the development. These occurrences are considered unacceptable even if the pet is properly restrained. If such activity leads to the revocation of the pet permit, the resident must completely and permanently remove the pet from the premises within ten (10) days from the date of the notice. Failure to do so may result in the termination of the residents lease. Resident agrees to abide all portions of this agreement, including those portions that make reference to **pet registration cards**, directives, notices, pet behavior and all posted signs regarding pets.

Youngstown Metropolitan Housing Authority

YMHA Date

Resident's Signature Date

Housing Manager

Address

None of the rules and regulations stated in this policy will limit or impair the rights of persons with disabilities under other Federal, State or local laws.

PET PERMIT VIOLATION PROCEDURES

1. Notice of pet rule violations will be served to the resident and contain a brief statement of the factual basis of the alleged violation with a date and time of a meeting stated in the notice.
2. Another person of his/her choice at the meeting may accompany Resident/pet owner.
3. YMHA and the resident/pet owner will meet to discuss the violation. Failure to correct the violation or attend the meeting as scheduled is considered just cause to terminate the pet agreement. YMHA may choose to terminate the agreement at that time.
4. The resident may request additional time to correct the violation, which is normally ten (10) days. YMHA will grant the time if the resident/pet owner exhibits good faith efforts to correct the violation. If after granting additional time, YMHA determines that little or no effort is being made or if the resident is unable to resolve the violation, YMHA will issue a ten (10) day notice to the resident to remove the pet. If and only if all efforts to remove them are unsuccessful, YMHA may initiate procedures to terminate the pet owner's lease.

PET CARETAKER

I, _____, (name of caretaker)
affirm that in the event of illness or an inability to care for _____ (type of pet)
owned by _____ (name of resident) of
_____ (complete address of
resident) that I will be responsible for removing the above mentioned pet until such time that the above
mentioned resident(s) shall be able to resume care of their pet, or until such time that the pet is permanently
removed from the care of _____ and the pet permit is canceled by
mutual agreement between Youngstown Metropolitan Housing Authority and the resident.

Caretaker _____ Pet Owner

Date _____ Address

NOTARY: State of Ohio, County of Youngstown

Signed in my presence, this _____ day of _____, _____
by _____

Signature of Notary Public _____ Seal

Notary Public
(Print or stamp name)

My Commission Expires _____

YMHA Representative _____ Title

Date

Youngstown Metropolitan Housing Authority

PET INFORMATION RECORD

I. **Identification Information**

Owner's Name _____ Address _____

Pet's Name: _____ Type of Pet: _____

Breed: _____ M _____ F _____ Age _____.

License Number: _____ Effective Date: _____

Name of Veterinarian: _____

Address: _____

Phone: _____

II. **Documentation Received**

Date Received

_____ Written letter from resident advising Management of Request for Pet.

_____ Evidence of all pet vaccinations required by applicable law and ordinance and supplied By Doctor of Veterinary Medicine (D.V.M.)

_____ Evidence of pet being spayed or neutered.

_____ Written letter from resident advising Management of the person(s) responsible for the care of the pet in the absence of the owner.

Name of Caretaker: _____

Address: _____

Phone: _____

Rules and regulations established by Youngstown Metropolitan Housing Authority relative to the keeping of pets in a development operated and managed by YMHA has been reviewed with me. I have been given an opportunity to ask questions about the RULES AND REGULATIONS as well as the required forms.

Resident

Date

YMHA Representative

Date

APPENDIX E
SCREENING AND EVICTION POLICY
FINAL RULE
MAY, 2001

Screening and Eviction – Final Rule as Published May 24, 2001

Youngstown Metropolitan Housing Authority

SCREENING AND EVICTION – FINAL RULE AS PUBLISHED MAY 24, 2001
Youngstown Metropolitan Housing Authority

I. GOAL

The goal of the Screening and Eviction – Final Rule is to ensure the safety and well-being of families and individuals who live in public housing.

The “Screening and Eviction Rule” applies to residents of the Youngstown Metropolitan Housing Authority (YMHA). Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

The Housing Authority is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from the Authority’s public housing developments, the “Screening and Eviction Rule” shall:

1. Mandate denial of admission or termination of assistance for specified criminal activity;
2. Free public housing residents from daily threats to their personal and family safety;
3. Build public housing communities that are safer and drug-free;
4. Support parents in their efforts to instill positive values in their families;
5. Create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
6. Set an example for the greater community.

II. GUIDING PRINCIPLES OF THE SCREENING AND EVICTION FINAL RULE

The YMHA Screening and Eviction Final Rule was developed based on the following principles:

1. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority.
2. Public and assisted housing should be awarded to responsible individuals. The Housing Authority shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.
3. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, and marital status, as well any other protections established under state and local laws.
4. Active community and governmental involvement in designing and implementing a Screening and Eviction rule is fundamental to its success. The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the Screening and Eviction rule.

5.

III. SCREENING AND ADMISSIONS POLICY

The Screening and Eviction rule ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well-being of residents are prohibited from becoming residents of the Housing Authority. The Authority has adopted the following screening procedure to ensure the goals of this policy:

1. Comprehensive background checks: The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
 - (a) Reviewing police and court records;
 - (b) Landlord references;
 - (c) Background check with probation officers, parole officers, and local social service providers.
 - (d) Other means as listed in YMHA's Admission and Occupancy Policy
2. Coordination with courts and local, state, and federal law enforcement agencies: The HA shall coordinate with courts and local, state and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
3. Criteria for acceptance of application for residence: The Housing Authority shall consider applications for residence on a case-by-case basis; denial acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
 - (a) Applicants who have been evicted from public housing within the last five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
 - (b) Persons illegally using controlled substances;
 - (c) Persons who have exhibited a pattern of illegal use of controlled substances
 - (d) Any other criminal and/or drug related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Protect applicant's due process rights: The Housing Authority's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted at the central office where applications are received.
 - (a) In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
 - (b) Per the Extension Act, should denial of occupancy be based on a criminal record, The Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.
5. Compliance with state and local laws: the Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

IV. ENFORCEMENT BY EVICTION

In accordance with the current law and the Extension Act, the Housing Authority dwelling lease stipulates that:

- (a) Any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (b) All drug related criminal activity occurring on or off the premises is cause for eviction;
- (c) Any person who the Authority determines is illegally using controlled substances shall be evicted; and/or,
- (d) Any person whose illegal use of a controlled substance is determined by the Authority to interfere with the rights of other residents shall be evicted.

Under these required lease terms, tenancy shall be terminated and the household evicted when: The resident, any member of the resident's household, or guest, engages in the prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

1. Lease: The Housing Authority Dwelling Lease stipulates that:
 - (a) Residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a "serious violation of the material terms of the lease.";
 - (b) Under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
 - (c) The Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
 - (d) Criminal activity is cause for eviction even in the absence of conviction or arrest.
 - (e) The same lease shall be used for all residents of the Authority.
2. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.
3. Due Process rights: The Housing Authority shall protect the resident's due process rights to the greatest extent possible:
 - (a) Eviction procedure shall be processed through the Ohio State court system and shall not be handled through normal administrative grievance procedure.
 - (b) State and local laws governing eviction procedure shall protect residents, barring preemption by federal law.

V. NONRESIDENT CRIMINAL ACTIVITY

The Housing is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy:

1. The Authority shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.

2. In accordance with the lease, residents shall be held responsible for guests', nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.
3. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority properties, the Authority/resident agreement shall provide that:
 - (a) the individual thereafter shall be a trespasser on the Authority properties; and
 - (b) the household shall be subject to eviction if the individual returns to the HA properties.

APPENDIX E (CONTINUED)



U.S. Department of Housing and Urban Development Office
of Public and Indian Housing

Public and Indian Housing

Special Attention of:
Public Housing Agency Directors
Public Housing Hub Offices Directors
Public Housing Field Office Directors
Resident Management Corporations
Multifamily Hub Directors
All Multifamily Program Center Directors

Notice PIH 2015-19

Issued: November 2, 2015

Expires: This notice remains in effect until All amended, superseded, or rescinded.

Subject: Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions

1. Background

For the past five years HUD has been an active member of the Federal Interagency Reentry Council. This Council, made up of more than 23 Federal Agencies, meets on a regular basis to act on issues that affect the lives of those released from incarceration. An important aspect of the Reentry Council's work has been to have each Federal Agency identify and address "collateral consequences" that individuals and their families may face because they or a family member has been incarcerated or has had any involvement with the criminal justice system.¹

In 2011, former HUD Secretary Shaun Donovan issued a letter to public housing authorities (PHAs) across the country emphasizing the importance of providing "second chances" for formerly incarcerated individuals.² Secretary Donovan urged PHAs to adopt admission policies that achieve a sensible and effective balance between allowing individuals with a criminal record to access HUD-subsidized housing and ensuring the safety of all residents of such housing. A year later, Secretary Donovan encouraged owners of HUD-assisted multifamily properties ("owners") to do the same and reiterated HUD's goal of "helping ex-offenders gain access to one of the most fundamental building blocks of a stable life – a place to live." HUD has also previously stressed the troubling relationship between housing barriers for individuals with criminal records and homelessness, stating that "the difficulties in reintegrating into the community increase the risk of homelessness for released prisoners, and homelessness in turn increases the risk of subsequent re-incarceration."³

¹ For more information on the initiatives of the Council members, see <https://csgjusticecenter.org/nrrc/projects/firc/snapshots/>.

² Letter from Shaun Donovan, Secretary, United States Department of Housing and Urban Development, to Public Housing Authority Executive Directors (June 17, 2011), available at http://usich.gov/resources/uploads/asset_library/Reentry_letter_from_Donovan_to_PHAs_6-17-11.pdf.

At a time when an estimated 100 million (or nearly one in three) Americans have some type of criminal record,⁴ HUD remains committed to the goal of providing second chances to formerly incarcerated individuals where appropriate and to ensuring that individuals are not denied access to HUD-subsidized housing on the basis of inaccurate, incomplete, or otherwise unreliable evidence of past criminal conduct. With those aims, and in response to requests from housing providers and prospective tenants for guidance from HUD regarding the proper use of criminal records in housing decisions, HUD is issuing this notice.

2. Purpose

The purpose of this Notice is to inform PHAs and owners of other federally-assisted housing that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants, to remind PHAs and owners that HUD does not require their adoption of “One Strike” policies, and to remind them of their obligation to safeguard the due process rights of applicants and tenants.

The Notice also reminds PHAs and owners of their obligation to ensure that any admissions and occupancy requirements they impose comply with applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and Titles II and III of the Americans with Disabilities Act of 1990, and the other equal opportunity provisions listed in 24 CFR 5.105.

Finally, the Notice provides best practices and peer examples for PHAs and owners to review.

I.3. HUD Does Not Require PHAs and Owners to Adopt “One Strike” Policies

HUD does not require that PHAs and owners adopt or enforce so-called “one-strike” rules that deny admission to anyone with a criminal record or that require automatic eviction any time a household member engages in criminal activity in violation of their lease. Instead, in most cases, PHAs and owners have discretion to decide whether or not to deny admission to an applicant with certain types of criminal history, or terminate assistance or evict a household if a tenant, household member, or guest engages in certain drug-related or certain other criminal activity on or off the premises (in the case of public housing) or on or near the premises (in the case of Section 8 programs).⁵

³ Guidance on Housing Individuals and Families Experiencing Homelessness Through the Public Housing and Housing Choice Voucher Programs, HUD PIH Notice 2013-15 (HA), 8 (June 10, 2013), available at <http://1.usa.gov/1afx3VY>.

⁴ Bureau of Justice Statistics, U.S. Dep’t of Justice, *Survey of State Criminal History Information Systems*, 2012, 3 (Jan. 2014), available at <https://www.ncjrs.gov/pdffiles1/bjs/grants/244563.pdf>.

⁵ HUD regulations outline the limited instances where denial of admission or termination of assistance is required in the public housing, Housing Choice Voucher and Section 8 multifamily programs. See 24 CFR Part 5, subpart I; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L.

In deciding whether to exercise their discretion to admit or retain an individual or household that has engaged in criminal activity, PHAs and owners may consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity. Additionally, when specifically considering whether to deny admission or terminate assistance or tenancy for illegal drug use by a household member who is no longer engaged in such activity, a PHA or owner may consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.⁶

4. An Arrest is Not Evidence of Criminal Activity that Can Support an Adverse Admission, Termination, or Eviction Decision

Subject to limitations imposed by the Fair Housing Act and other civil rights requirements,⁷ PHAs and owners generally retain broad discretion in setting admission, termination of assistance, and eviction policies for their programs and properties. Even so, such policies must ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. Specifically, before a PHA or owner denies admission to, terminates the assistance of, or evicts an individual or household on the basis of criminal activity by a household member or guest, the PHA or owner must determine that the relevant individual engaged in such activity.

HUD has reviewed relevant case law and determined that the fact that an individual was arrested is not evidence that he or she has engaged in criminal activity. Accordingly, the fact that there has been an arrest for a crime is not a basis for the requisite determination that the relevant individual engaged in criminal activity warranting denial of admission, termination of assistance, or eviction.

An arrest shows nothing more than that someone probably suspected the person apprehended of an offense. In many cases, arrests do not result in criminal charges, and even where they do, such charges can be and often are dismissed or the person is not convicted of the crime alleged. In fact, in the 75 largest counties in the country, approximately one-third of felony arrests did not result in conviction, with about one-quarter of all cases ending in dismissal.⁸

Moreover, arrest records are often inaccurate or incomplete (e.g., by failing to indicate whether

⁶ See 24 CFR 5.852, 960.203(d), 966.4(l)(5)(vii), 982.310(h) (describing PHA and owner discretion in screening and evictions actions related to criminal activity).

⁷ See 24 CFR 5.852(e) (“admission and eviction decisions must be consistent with fair housing and equal opportunity provisions of [24 CFR 5.105]”); see also 24 CFR 960.202(c)(3), 966.6(l)(vii)(F), 982.310(h)(4), 982.552(c)(2)(v).

⁸ Brian A. Reaves, Bureau of Justice Statistics, U.S. Dep’t of Justice, *Felony Defendants in Large Urban Counties, 2009*, at 22, Table 21 (2013), <http://www.bjs.gov/content/pub/pdf/fdluc09.pdf>.

the individual was prosecuted, convicted, or acquitted), such that reliance on arrests not resulting in conviction as the basis for denying applicants or terminating the assistance or tenancy of a household or household member may result in unwarranted denials of admission to or eviction from federally subsidized housing.⁹

With respect to the Section 8 tenant-based and moderate rehabilitation programs, HUD regulations specifically provide that termination of assistance for criminal activity must be based on a “preponderance of the evidence” that the tenant, or other household member, or guest engaged in such activity. For public housing as well, applicants or tenants may not be denied admission or evicted based on mere suspicion that they, a household member, or guest has engaged in criminal activity. Where PHAs or owners seek eviction, they should be prepared to persuade a court that the eviction is justified based on sufficient evidence of criminal activity in violation of the lease.

For these reasons, a PHA or owner may not base a determination that an applicant or household engaged in criminal activity warranting denial of admission, termination of assistance, or eviction on a record of arrest(s).

Although a record of arrest(s) may not be used to deny a housing opportunity, PHAs and owners may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and the PHA or owner has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.

An arrest record can trigger an inquiry into whether there is sufficient evidence for a PHA or owner to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. PHAs and owners can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred.

Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

5. Protecting the Due Process Rights of Applicants and Tenants

Federal law requires that PHAs provide public housing, project-based Section 8, and Section 8 HCV applicants with notification and the opportunity to dispute the accuracy and relevance of a criminal record *before* admission or assistance is denied on the basis of such record. Public housing and Section 8 applicants also must be afforded the right to request an informal hearing or review *after* an application for housing assistance is denied.

⁹ See, e.g., U.S. Dep’t of Justice, *The Attorney General’s Report on Criminal History Background Checks* at 3, 17 (June 2006), http://www.justice.gov/olp/ag_bgchecks_report.pdf (reporting that the FBI’s Interstate Identification Index system, which is the national system designed to provide automated criminal history record information and “the most comprehensive single source of criminal history information in the United States,” is “still missing final disposition information for approximately 50 percent of its records”).

As with admissions decisions, federal law requires that PHAs provide public housing, project-based Section 8, and Section 8 HCV tenants with notice and the opportunity to dispute the accuracy and relevance of a criminal record before they evict or terminate the tenant's assistance on the basis of such record. Moreover, PHAs and owners may only terminate the tenancy or assistance of a public housing or project-based Section 8 tenant through either a judicial action in state or local court, or, in the case of a Section 8 HCV participant, through an administrative grievance hearing before an impartial hearing officer appointed by the PHA. In either case, the tenant must be afforded the basic elements of due process, including the right to be represented by counsel, to question witnesses, and to refute any evidence presented by the PHA or owner.

6. Civil Rights Requirements and Consistent Application of Procedures and Standards

PHAs and owners must ensure that any screening, eviction, or termination of assistance policies and procedures comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and Titles II and III of the Americans with Disabilities Act of 1990, and the other equal opportunity provisions listed in 24 CFR 5.105. To that end, a PHA or owner should institute protocols that assure that its procedures and standards are consistently applied and that decisions are made based on accurate information. Inconsistent application of standards or decisions based on partial or inaccurate information may result in liability under federal civil rights laws. See, e.g., *Allen v. Muriello*, 217 F. 3rd 517 (7th Cir. 2000) (allegation that African American applicant for federal housing assistance was given less opportunity to contest erroneous record of criminal activity than two similarly situated white applicants established a prima facie case of discrimination under the Fair Housing Act).

7. Best Practices and Peer Examples

PHAs and owners are encouraged to adopt admissions and continuing occupancy policies based on the best practices highlighted below to guard against unwarranted denial of assistance, termination from program participation, or eviction from federally assisted housing. These best practices incorporate clear standards for using information about criminal history in an admission or continuing participation decision. PHAs and owners are also encouraged to read the Shriver Report entitled "When Discretion Means Denial: A National Perspective on Criminal Records Barriers to Federally Subsidized Housing."

A.Examples of PHA Best Practices on the Use of Criminal Records

A. Many PHAs have adopted written admission policies that limit their criminal record screening to assessments of conviction records.

B.Examples of PHA Best Practices on Screening for Criminal Activity

A. Some PHAs allow public housing and Housing Choice Voucher applicants to address and present mitigating circumstances regarding criminal backgrounds prior to admission decisions. In some cases, doing so has produced cost savings due to fewer decision appeals.

B. Some PHAs have adopted lookback periods that limit what criminal conduct is considered during the screening process based on when the conduct occurred and/or the type of conduct. For example, when screening HCV applicants, one PHA has adopted a twelve-month lookback period for drug-related criminal activity and a twenty-four month lookback period for violent and other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

C. Some PHAs have adopted admission policies that enumerate the specific factors that will be considered when the PHA evaluates an individual's criminal record, including:

- a. Whether the applicant's offense bears a relationship to the safety and security of other residents;

- b. The level of violence, if any, of the offense for which the applicant was convicted;
- c. Length of time since the conviction;
- d. The number of convictions that appear on the applicant's criminal history;
- e. If the applicant is now in recovery for an addiction, whether the applicant was under the influence of alcohol or illegal drugs at the time of the offense; and
- f. Any rehabilitation efforts that the applicant has undertaken since the time of conviction.

D. Some PHAs have implemented pilot programs that allow formerly incarcerated persons who have been released from prison within the past two or three years to be added to an existing voucher of a family member if all involved agree to participate and the formerly incarcerated individual agrees to six months to one year of supportive services with nonprofit partners.

E. One PHA has hired an offender reentry housing specialist who collaborates with a formerly incarcerated individual's parole officer, landlord, and treatment provider to ensure successful reentry into the community.

C.Example of PHA Best Practices on Evicting and Terminating Assistance for Criminal Activity

A. Some PHAs have adopted policies that list the circumstances that will be considered prior to a termination of the lease on the basis of criminal activity, including:

- a. The seriousness of the offending action, especially with respect to how it would affect other residents;
- b. The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking;
- c. The effects that the eviction will have on other family members who were not involved in the action or failure to act;
- d. The effect on the community of the termination, or of the PHA's failure to terminate the tenancy;
- e. The effect of the PHA's decision on the integrity of the public housing program;
- f. The demand for housing by eligible families who will adhere to lease responsibilities;
- g. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action; and
- h. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.

II. 8. Paperwork Reduction Act

The information collection requirements contained in this Notice were approved by the Office of Management and Budget (OMB) in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C 3501-3520). Compliance and Enforcement are covered by OMB controls numbers 2502- 0205, 2577-0232, 2577-0220, 2577-0230, and 2577 - 0169. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

III.9. Contact Information

If you have questions regarding this Notice, please contact your local HUD Field Office.

_____/s/_____
Lourdes
Castro Ramirez
Principal Deputy Assistant Secretary for Public and
Indian Housing

7

_____/s/_____
Edward
Golding
Principal Deputy Assistant Secretary for Housing

Project #	BR Size	Flat Rent 1-1-2022
214 - 141 - AMP 1	2	\$ 627
	3	\$ 830
RHF - 260 - AMP 1	3	\$ 830
214 - 142 - AMP 2	2	\$ 627
New Const - 150 - AMP 2	3	\$ 830
New Const - 180 - AMP 2	3	\$ 830
RHF - 261 - AMP 2	3	\$ 830
	4	\$ 882
Brier Hill - 2-5E - AMP 2	0	\$ 444
	1	\$ 501
	2	\$ 627
	3	\$ 830
	4	\$ 882
	5	\$ 1,015
Amedia - 120 - AMP 2	1	\$ 501
	2	\$ 627
Norton - 800 - AMP 3	1	\$ 501
	2	\$ 627
Gutknecht - 900 - AMP 3	1	\$ 501
214 - 143 - AMP 4	2	\$ 627
New Const - 160 - AMP 4	3	\$ 830
Rockford - 301 - HO	3	\$ 830
RockFord - 300 - AMP 4	1	\$ 501
	2	\$ 627
	3	\$ 830
	4	\$ 882
Victory - 501 - AMP 4	0	\$ 444
	1	\$ 501
	2	\$ 627
	3	\$ 830
	4	\$ 882
214 - 144 - AMP 5	2	\$ 627
	3	\$ 830
Mabel/Cameron - 502 - AMP 5	3	\$ 830
	4	\$ 882
	5	\$ 1,015
Kirwan - 400 - AMP 5	0	\$ 444
	1	\$ 501
	2	\$ 627
	3	\$ 830
	4	\$ 882
	5	\$ 1,015
Vasu - 600 - AMP 5	1	\$ 501
	2	\$ 627
Struthers - 110 - AMP 5	1	\$ 501

APPENDIX G

DECONCENTRATION AND INCOME TARGETING POLICY
YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
YOUNGSTOWN, OH

DECONCENTRATION AND INCOME TARGETING POLICY
(Of the Public Housing Admissions and Occupancy Policy)

1

Sub-Title A, Section 513 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), establishes two interrelated requirements for implementation by Public Housing Authorities: (1) Economic Deconcentration of public housing developments and (2) Income Targeting to assure that families in the "extremely low" income category are proportionately represented in public housing and that pockets of poverty are reduced or eliminated. Under the deconcentration requirement, PHAs are to implement a program which provides that families with lowest incomes will be offered units in housing developments where family incomes are the highest and high-income families will be offered units in developments where family incomes are the lowest. In order to implement these new requirements the PHA must promote these provisions as policies and revise their Admission and Occupancy policies and procedures to comply.

Therefore, the Youngstown Metropolitan Housing Authority (PHA) hereby affirms its commitment to implementation of the two requirements by adopting the following policies:

1. Economic Deconcentration:

Admission and Occupancy policies are revised to include the PHA's policy of promoting economic deconcentration of its housing developments by offering low income families, selected in accordance with applicable preferences and priorities, units in developments where family incomes are highest. Conversely, families with higher incomes will be offered units in developments with the lowest average family incomes.

Implementation of this program will require the PHA to: (1) determine and compare the relative tenant incomes of each development and the incomes of families in the census tracts in which the developments are located, and (2) consider what policies, measures or incentives are necessary to bring high-income families into low-income developments (or into developments in low-income census tracts) and low-income families into high-income developments (or into developments in high-income census tracts).

In addition, an assessment of the average family income for each development is necessary. Families will be provided with an explanation of the policy during the application/screening process and/or the occupancy orientation sessions and given opportunities to discuss the options available to them. The families will also be informed that should they choose not to accept the first unit offered under this system, their refusal will not be cause to drop their name to the bottom of the list.

Implementation may include one or more of the following options:

- Skipping families on the waiting list based on income;
- Establishing preferences for working families;
- Establish preferences for families in job training programs;
- Establish preferences for families in education or training programs;
- Marketing campaign geared toward targeting income groups for specific developments;
- Additional supportive services;
- Additional amenities for all units; Ceiling rents;
- Flat rents for developments and unit sizes;
- Different tenant rent percentages per development;
- Different tenant rent percentages per bedroom size; Saturday and evening office hours;
- Security Deposit waivers;
- Revised transfer policies; Site-based waiting lists;
- Mass Media advertising/Public service announcements; and Giveaways.

I

2. Income Targeting

As public housing dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998, the FHA encourages occupancy of its developments by a broad range of families with incomes up to eighty percent (80%) of the median income for the jurisdiction in which the PHA operates. At a minimum, 40% of all new admissions to public housing on an annual basis will be families with incomes at or below thirty percent (30%) (extremely low-income) of the area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, handicap or familial status.

The PHA may employ a system of income ranges in order to maintain a public housing resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the PHA's area of operation, and will take into account the average rent that should be received to maintain financial solvency. The selection procedures are designed so that selection of new public housing residents will bring the actual distribution of rents closer to the projected distribution of rents.

In order to implement the income targeting program, the following policy is adopted:

The PHA may select, based on date and time of application and preferences, two (2) families in the extremely low-income category and two (2) families from the lower/very low-income category alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).

After the minimum level is reached, all selections may be made based solely on date, time and preferences. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their placement on the waiting list.

To the maximum extent possible, the offers will also be made to effect the PHA's policy of economic deconcentration.

For the initial year of implementation, a pro-rated percentage of the new admissions will be calculated from April 1, 1999 through the end of the fiscal year. Following the initial implementation period, the forty percent (40%) requirement will be calculated based on new admissions for the fiscal year.

I

The PHA reserves the option, at any time, to reduce the targeting requirement for public housing by no more than ten percent (10%), if it increases the target figure for its Section 8 program from the required level of seventy five percent (75%) of annual new admissions to no more than eighty five percent (85%) of its annual new admissions.

APPENDIX H LIVE-IN AIDE POLICY

In accordance with Federal Law, Youngstown Metropolitan Housing Authority permits Elderly or Disabled residents to have live-in aides. In order to be considered as a live-in aide, residents and/or the live-in aide applicant must provide documentation from a doctor or other knowledgeable professional that the resident requires the assistance of a live-in aide to be able to meet all the terms of the lease and that the resident will be able to meet all the terms of the lease with the assistance of the aide. Upon receipt of the certification, Youngstown Metropolitan Housing Authority will determine if the live-in aide is essential to the care and well-being of the person, determine the live-in aide is not obligated to support the person and that the live-in aide is only residing in the unit to provide the necessary supportive services.

Once it is determined that the live-in aide applicant meets all of the above criteria, they will then be required to pass the housing authority's screening requirements as listed in part II of YMHA's Selection and Occupancy Policy. Under no circumstances will a live-in aide have any right to the unit upon the death or removal of the resident from the unit. Relatives of the resident who have met all of the requirements of a live-in aide can move into the unit, but will not have rights to occupy the unit upon the death of the resident or the resident's removal from the unit.

Live-in aides will not be permitted to partake in activities of the development nor may they enjoy any amenities of the development, or buildings, unless the live-in aide is partaking in such activities in order to enable the resident to attend. Examples include but are not limited to Drug Elimination Grant activities, Economic Development Grant activities, Community Picnics, and any facilities provided on site.

If the live-in aide is unable to provide necessary services and assistance to enable the resident to comply with the lease, or if the live-in aide himself/herself is found to be unable to comply with the conditions of the lease and the live-in aide agreement, YMHA will serve notice to both the live-in aide and the resident in writing of the violation. If management and the resident and the resident's live-in aide are unable to resolve the situation, the housing authority will determine the necessary course of action and proceed accordingly.

If, in the opinion of YMHA, the live-in aide's agreement must be canceled, YMHA will notify both the resident and the live-in-aide, in writing that the agreement will be canceled in 10 days. **(NOTE: Live-in aides are not afforded the same consideration as residents, and therefore, have no means to grieve management's decision. Live-in aides not complying with the written notice, whether it was issued by YMHA or the resident, shall be treated as a trespasser and shall have appropriate civil or criminal action taken against them by YMHA.)**

If, in the opinion of YMHA, the resident must be issued a lease termination to resolve the situation, the resident will have the opportunity to correct the alleged violation when appropriate. If the resident disagrees with the decision of YMHA, the resident has the right to appeal the decision by following the **GRIEVANCE PROCEDURE** as stated in **the Admissions and Continued Occupancy Policy**.

APPENDIX I

Youngstown Metropolitan Housing Authority
131 West Boardman Street, Youngstown, Ohio 44503
330-744-2161 · Fax: 330-742-4826

I

**COMMUNITY ROOM
RESERVATION AND RULES**

Resident Name: _____

Resident Unit Number: _____ Resident Phone Number: _____

The Youngstown Metropolitan Housing Authority (YMHA) has agreed to allow the Residents of _____ to use the Community Room for the purposes of having meetings, parties and/or gatherings. The Resident(s) and/or guest(s) will uphold the rules and regulations listed below when using the Community Room.

Please Note: Resident must reserve the Community Room five (5) days prior to their meeting, party or gathering (other arrangements by YMHA Management approval only).

Date of Reservation: _____

Hours of Event: _____ (AM/PM) Until: _____ (AM/PM)

Reservations in four (4) hour increments only.

Type of Event: _____

Resident Rules and Regulations:

- No alcoholic beverages are permitted
- No fighting and/or arguing
- Kitchen must be cleaned (if applicable)
- All trash must be cleaned up and put into dumpster
- Resident(s) will be responsible for all damages and missing property
- No Smoking
- No Gambling

To make reservations, please contact the Property Management Office and Management will notify the Resident Custodian of the date and time of your event.

Resident Signature

Date

YMHA Representative

Date



APPENDIX J

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
131 W. BOARDMAN STREET, YOUNGSTOWN, OH 44503
330-744-2161 · FAX: 330-742-4826

I

RESIDENTIAL DWELLING LEASE
COVER PAGE

DEVELOPMENT _____ CLIENT NUMBER _____

RESIDENT _____ UNIT NUMBER _____

ADDRESS, CITY, STATE, ZIP CODE _____

DATE OF LEASE _____

MEMBERS OF HOUSEHOLD TO RESIDE IN UNIT:

NAME	DOB	SOCIAL SECURITY #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MONTHLY RENT _____

PRORATED RENT FOR _____
PERIOD AMOUNT

SECURITY DEPOSIT _____ TO BE PAID _____ IN FULL
\$ _____ PER MONTH

UTILITIES TO BE MAINTAINED AND PAID FOR AS INDICATED:

	AUTHORITY	RESIDENT
ELECTRIC	_____	_____
GAS	_____	_____
WATER	_____	_____
EXCESS UTILITIES	_____	_____

APPLIANCES: Stove _____ Refrigerator _____ OTHER: None _____
A/C _____
D/W _____
A/C & D/W _____

RESIDENT CERTIFICATION

I, _____ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to AUTHORITY, before execution of this Lease, or before AUTHORITY approval for occupancy of the Apartment by the household member.

I further certify that all information or documentation submitted by myself or other household members to AUTHORITY in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

RESIDENT hereby acknowledges that; RESIDENT has read and understands the provision of this LEASE; RESIDENT has received a copy of this lease and the included policies; AUTHORITY has explained the provisions of this LEASE and answered any question of RESIDENT and RESIDENT agrees to be bound by the terms of this LEASE and attached policies.

IN WITNESS THEREOF, the parties have executed this LEASE on this _____ day of _____,
_____.

RESIDENT

RESIDENT

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

By _____

1. IDENTIFICATION OF PARTIES AND PREMISES

- A. AUTHORITY does hereby lease to RESIDENT the Apartment described above on the Cover Page.
- B. Only those individuals listed above are permitted to reside in the Apartment. Permitting any other people¹ to live in the Apartment is a serious material breach of the LEASE and can result in eviction.
- C. RESIDENT must use the apartment only for a private residence and actually reside in the Apartment. If RESIDENT rents any other apartment or actually resides at another location, that is a serious material breach of LEASE and RESIDENT will be evicted.
- D. Any change in household or family size or composition must be reported to AUTHORITY within ten (10) days. Failure to report such changes is a serious material breach of LEASE and could result in eviction.
- E. Any additions to the household members named on LEASE, other than natural births, require the advance written approval of AUTHORITY. Such approval will be granted only if the new household member passes the AUTHORITY admissions screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably withheld.

2. TERM OF LEASE

- A. The above Apartment is hereby leased by AUTHORITY to the RESIDENT for a term of one year from the date indicated on the Cover Page.
- B. This LEASE shall automatically renew for successive terms of one (1) year until terminated pursuant to the LEASE terms.
- C. Rent for the first month shall be prorated from the actual rental date to the last day of the first partial month.

3. PAYMENTS DUE UNDER THE LEASE

I. RENT

- A. RESIDENT shall pay AUTHORITY the monthly rent indicated on the Cover Page.
- B. Rent shall be due and payable in advance, in full, on the first of each month.
- C. RESIDENT shall pay rent and charges to the AUTHORITY. RESIDENT must make payment before the 7th day of the month to avoid late charges.
- D. After the 7th day of the month the rent is late and late charges will apply. After the 7th of the month, RESIDENT must meet personally with the Manager of the development to discuss the failure to pay rent on time.
- E. No cash payments will be accepted by any AUTHORITY office.
- F. Rent shall be adjusted as set out in this LEASE.

II. MINIMUM RENT

- A. Pursuant to Federal Regulation, AUTHORITY may charge a minimum rent regardless of RESIDENT'S income or family composition in accordance with AUTHORITY Minimum Rent Policy.

III. LATE CHARGES

- A. If all rent and properly billed charges are not paid in full by the seventh of each month, RESIDENT will be charged a Late Fee Penalty of \$10.00 per month for each month that an unpaid balance is due.

IV. LATE PAYMENT POLICY

- A. **Late payment of rent and properly billed charges is a material breach of this LEASE. More than one late payment of rent and charges in any six (6) month period shall be cause for eviction.**

V. UTILITIES

- A. Utilities service shall be maintained and paid for as set out on the Cover Page. All utility accounts will be in the name of AUTHORITY and be paid by AUTHORITY.

- B. RESIDENT may be charged for excess utility consumption according to AUTHORITY schedule. RESIDENT will incur additional charges when non-provided or additional appliances are operated by RESIDENT and such utility charges are paid by AUTHORITY.
- C. Failure of RESIDENT to pay for excess utility consumption per AUTHORITY schedule will result in a ¹serious and material breach of this LEASE and may result in an eviction. Failure of RESIDENT to pay for charges incurred through the use of non-provided or additional appliances will also be a serious and material breach of this LEASE which may result in an eviction.

4. OTHER CHARGES

- A. RESIDENT will be charged for maintenance and repair of Apartment beyond normal wear and tear. Such charges shall be made in accordance with the then current Schedule of Charges as established by AUTHORITY and posted at each AUTHORITY office. If the Schedule of Charges does not itemize the work performed the charges shall be the actual cost of time and material used to perform such work. Such charges shall be payable in full within fifteen (15) calendar days after RESIDENT is notified of the charge.
- B. RESIDENT is provided with the appliances indicated on the Cover Page.
- C. RESIDENT shall be charged for those appliances if such appliances are not returned to AUTHORITY clean and in proper working order, when RESIDENT vacates the Apartment.

5. SECURITY DEPOSIT

- A. RESIDENT shall pay AUTHORITY a security deposit in the amount indicated on the Cover Page.
- B. The Security deposit shall be administered and applied as provided by law.
- C. RESIDENT shall provide AUTHORITY with a written forwarding address when RESIDENT vacates Apartment so that AUTHORITY can mail any amount of returned security deposit and an account for security deposit charges to RESIDENT.

6. RENT REDETERMINATION

- A. RESIDENT'S rent shall be recalculated at the following times:
 - 1. At the Regular Redetermination
 - 2. When RESIDENT'S family/household size changes.
 - 3. When RESIDENT'S family/household composition changes.
 - 4. When RESIDENT'S income decreases and RESIDENT reports such decrease to AUTHORITY. If a rent reduction is granted, RESIDENT must report subsequent increases in income within ten (10) days of occurrence, until the next scheduled re-examination.
- B. AUTHORITY will notify RESIDENT when the Regular Redetermination of rent is due. RESIDENT shall provide AUTHORITY with all required information necessary to do the Regular Redetermination. RESIDENT shall execute all forms necessary.
- C. RESIDENT is required to report to AUTHORITY any changes in RESIDENT'S family/household composition or size within ten (10) days of such changes.
- D. Failure of RESIDENT to cooperate with the Regular Redetermination or to report any changes in RESIDENT'S family/household composition or size is a serious material breach of this LEASE and may result in eviction.
- E. RESIDENT'S intentional failure to report changes in family/household composition or size or RESIDENT'S false statements concerning income, expense or family composition is fraud and will result in eviction.
- F. If RESIDENT fails to report changes, AUTHORITY may apply the recalculation of rent retroactively to the actual date of the change and RESIDENT shall be responsible to pay those amounts of retroactive rent.
- G. If any RESIDENT claims to have zero income, the family's income and circumstances will be examined as often as every 30 days until their income stabilizes as set forth in the AUTHORITY'S Admissions and Continued Occupancy Policy.
- H. Rent shall not be reduced because a resident's TANF grant is reduced because fraud or RESIDENT'S failure to comply with any TANF requirement.

7. RESIDENT'S RIGHT TO USE AND OCCUPANCY

- A. RESIDENT shall have the right to exclusive use and occupancy of the Apartment as long as RESIDENT is in compliance with the terms of this LEASE.

GUESTS

- B. RESIDENT'S right to use and occupy Apartment includes the right to have social guests, including occasional overnight accommodation of guests in the Apartment unit so long as those guests have an actual place of residence elsewhere where they reside the majority of the time. A guest is any person in the Apartment with consent of RESIDENT or member of RESIDENT'S household.
- C. RESIDENT is responsible for the conduct of RESIDENT'S guest while the guests are in the Apartment or on AUTHORITY property. Any damage done to Apartment or other AUTHORITY property by RESIDENT'S guest shall be charged to RESIDENT.
- D. If RESIDENT has any guests whose stay will exceed seven (7) days RESIDENT shall notify AUTHORITY. Failure to notify AUTHORITY shall result in those guests being considered part of the household.
- E. If RESIDENT intends to be gone from Apartment for more than seven (7) days and intends to leave Apartment in the care of another, RESIDENT shall notify AUTHORITY of the name of the person taking care of the Apartment and the estimated duration of RESIDENT'S absence. RESIDENT shall be responsible for all actions of any persons in Apartment while in care of another person.

TRANSFERS

- F. RESIDENT agrees that if AUTHORITY determines that the size or design of the Apartment is no longer appropriate to RESIDENT'S needs, AUTHORITY shall send RESIDENT written notice. RESIDENT further agrees to accept a new lease for a different apartment of the appropriate size or design according to the policy set forth in the AUTHORITY'S Admissions and Occupancy Policy.

8. AUTHORITY'S OBLIGATIONS

- A. To maintain the Apartment and the development in a decent, safe and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes and federal regulations materially affecting health and safety.
- C. To make necessary repairs to the Apartment.
- D. To keep development buildings, facilities and common areas, not otherwise assigned to RESIDENT for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual RESIDENT family) for the deposit of garbage, rubbish and other waste removed from the Apartment by the RESIDENT.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the RESIDENT and supplied by a direct utility connection.
- H. To make reasonable accommodations for persons with a disability to the extent needed to provide such persons with the same opportunities to use and occupy AUTHORITY apartments and participates in AUTHORITY programs as other residents.

9. RESIDENT'S OBLIGATIONS

- A. To pay the monthly rent on or before the seventh calendar day of each month at any financial institution authorized to accept such monthly rent of behalf of the AUTHORITY.
In the event the RESIDENT has not received a monthly billing statement from the AUTHORITY on or before the third working day of the month or has lost such statement, the RESIDENT shall, in person, request a billing statement at the Development Manager's Office.
Acceptance of a rent payment by an authorized financial institution after the seventh day of the month shall not constitute a waiver of the AUTHORITY'S right to terminate this LEASE for failure to pay rent as due in accordance with this provision.
- B. To report to the Development Manager's Office or any other designated location, upon request, for the purpose of providing any and all information required for a rent redetermination.
- C. To report immediately to the AUTHORITY any increase or decrease in the number of persons residing within the Apartment.
- D. To submit when requested a certified statement in such form as the AUTHORITY may request, setting forth facts as to the number, ages, current employment data, and preceding and current income of all persons residing within the Apartment and other facts which may be necessary to determine eligibility for continued occupancy or

redetermination of rent. To execute any and all releases necessary for AUTHORITY to confirm the facts needed for rent determinations.

- E. To transfer to an appropriate size unit based on family composition upon notice by the AUTHORITY that such a unit is available. To transfer to another apartment for the purposes of maintenance or rehabilitation of RESIDENT'S Apartment. ²
- F. Not to assign the LEASE or sub-lease the Apartment. Apartment shall be the sole residence of the RESIDENT.
- G. Not to provide accommodations for boarders or lodgers.
- H. To use the Apartment solely as a private residence for the RESIDENT and the RESIDENT'S household as identified in the LEASE, and not to use or permit its use for any other purpose. Certain profit making activities may be permitted by AUTHORITY upon written application by RESIDENT and prior approval of AUTHORITY.
- I. Not to make any structural additions or alterations to the leased Apartment without the prior written authorization of the AUTHORITY.
- J. To abide by necessary and reasonable regulations promulgated by the AUTHORITY for the benefit and well-being of the housing development and the other residents, which shall be posted in the development office and incorporated by reference in the LEASE.
- K. To comply with all obligations imposed upon RESIDENTS by applicable provisions of building and housing codes materially affecting health and safety.
- L. To keep the Apartment and such other areas as may be assigned to the RESIDENT for the RESIDENT'S exclusive use in a clean and safe condition. This includes any exterior areas assigned to RESIDENT (see Resident Manual).
- M. To dispose of all garbage, rubbish and other waste from the Apartment in a sanitary and safe manner.
- N. To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
- O. To refrain from, and to cause the RESIDENT'S household and guests to refrain from destroying, defacing, damaging or removing any part of the Apartment or development.
- P. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Apartment, development buildings, facilities or common areas caused by the RESIDENT, the RESIDENT'S household or guests.
- Q. To conduct himself/herself and cause other person who are in the Apartment with the RESIDENT'S consent to conduct themselves in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition.
- R. To provide AUTHORITY thirty (30) days written notice of intention to vacate along with actual surrender of the right to occupancy by the RESIDENT prior to vacating the leased Apartment. Failure to give such notice and to surrender the Apartment accordingly shall render the RESIDENT liable for rent for a period of (1) month after discovery by the AUTHORITY of the abandonment of the leased Apartment by the RESIDENT. No proportionate rent shall be refunded where the thirty (30) day written notice to vacate by RESIDENT has not been given to the AUTHORITY.
- S. Not to harbor pets except as allowed by and in accordance with applicable AUTHORITY Pet Policy or to allow guest or visitors to bring pets into Apartment or onto any Authority property.
- T. To refrain from and cause other persons who are in the Apartment or on AUTHORITY property with the RESIDENT'S consent to refrain from any activity that threatens the health, safety or right to peaceful enjoyment of other residents or employees of the AUTHORITY. If RESIDENT is evicted for a breach of this provision, RESIDENT shall not be eligible for AUTHORITY housing for a period of one (1) year from the eviction.
- U. To refrain from and cause other persons who are in the Apartment or on AUTHORITY property with the RESIDENT'S consent to refrain from any criminal or illegal activity that threatens the health, safety or right to peaceful enjoyment of other residents or employees of the AUTHORITY. If RESIDENT is evicted for a breach of this provision, RESIDENT shall not be eligible for AUTHORITY housing for a period of one (1) year from the eviction. If RESIDENT'S conduct results in a felony conviction, RESIDENT shall not be eligible for AUTHORITY housing for a period of three (3) years.
- V. RESIDENT, RESIDENT'S household members and RESIDENT'S guests shall refrain from any drug-related criminal activity in or near the Apartment. RESIDENT and RESIDENT'S household members shall refrain from any drug-related criminal activity at all times and places.
 - 1. Any drug related criminal activity, including but not limited to, possession, sale, use, manufacture or distribution of illegal drugs or drug paraphernalia shall be cause for immediate eviction.
 - 2. This shall include all drug activity as defined by the Ohio Revised Code as grounds for eviction, but it shall also include the possession, sale, use or distribution of marijuana.

3. AUTHORITY shall enforce a strict policy concerning illegal drug activity. A first offense for illegal drug activity shall result in eviction of RESIDENT.
 4. Evictions for illegal drug activity shall not be subject to review under the Grievance Procedure.
 5. If RESIDENT is evicted for a breach of this provision, RESIDENT shall not be eligible for AUTHORITY housing for a period of three (3) years from the eviction.
- W. RESIDENT shall not consume alcoholic beverages in any of the common areas of AUTHORITY. Alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or employees of the AUTHORITY shall be grounds for eviction. Violation of this provision is a serious material breach of the lease and will result in eviction. If RESIDENT is evicted for a breach of this provision, RESIDENT shall not be eligible for AUTHORITY housing for a period of one (1) year from the eviction.
- X. An arrest or conviction of RESIDENT, household member or RESIDENT'S guest is not necessary for an eviction for a breach of paragraphs 9U, 9V, 9W or 9X.
- Y. RESIDENT shall follow all other AUTHORITY policies and local rules for the Apartment as incorporated herein and posted at Development Office.
- Z. If, during the term of this lease, RESIDENT, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease, and cannot make arrangement for someone to aid him/her in complying with the lease, and AUTHORITY cannot make any reasonable accommodation that would enable RESIDENT to comply with the lease then; AUTHORITY will assist RESIDENT, or designated member of RESIDENT'S family, to find more suitable housing and move RESIDENT from the apartment. If there are no family members who can or will take responsibility for moving RESIDENT, AUTHORITY will work with appropriate agencies to secure more appropriate housing and will terminate the lease.
- AA. Each adult in the household shall perform at least 8 hours per month of qualifying community service (as defined by Authority COMMUNITY SERVICE POLICY) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because the adult is working, attending an educational institution, or participating in some other qualified training program.

10. HAZARDOUS DEFECTS

- A. In the event that the Apartment is damaged to the extent that conditions are created which are immediately hazardous to the life, health or safety of the occupants: (1) the RESIDENT shall immediately notify the AUTHORITY of the damage, (2) the AUTHORITY shall be responsible for the repair of the unit within a reasonable time provided, however, that if the damage was caused by the RESIDENT'S household or guest, the reasonable cost of the repairs shall be charged to the RESIDENT, (3) the AUTHORITY shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- B. Abatement of the RESIDENT'S rent shall be made in proportion to the seriousness of the damage and loss in value as a dwelling, as determined by the AUTHORITY, if repairs are not made in accordance with paragraph A(2) of this section or alternative accommodations are not provided in accordance with paragraph A(3) of this section. No abatement of rent shall occur if the RESIDENT rejects the alternative accommodations or if the damage was caused by the RESIDENT, RESIDENT'S household or guests.
- C. If damage to Apartment is caused by RESIDENT, RESIDENT'S household members or guests, RESIDENT shall be charged the reasonable cost of such repairs.

11. PRE-OCCUPANCY & PRE-TERMINATION INSPECTIONS

- A. THE AUTHORITY and the RESIDENT shall inspect the Apartment prior to commencement of the occupancy by the RESIDENT. The AUTHORITY shall furnish the RESIDENT with a written statement of the condition of the Apartment, and the equipment provided with the Apartment. The statement shall be signed by the AUTHORITY and the RESIDENT, and a copy of the statement shall be retained by the AUTHORITY in the RESIDENT'S file. The AUTHORITY shall inspect the unit at the time the RESIDENT vacates the unit and shall furnish the RESIDENT a statement of any charges. The RESIDENT shall be permitted to accompany the AUTHORITY in the vacated unit inspection unless the RESIDENT has vacated the unit without notice to the AUTHORITY.

12. ABANDONED APARTMENTS

- A. The AUTHORITY shall use any combination of the following factors to determine if an Apartment has been abandoned by RESIDENT:

1. Failure to maintain utility service
2. Mail forwarding order filed with Postal Service
3. Accumulation of unclaimed mail
4. Failure of RESIDENT to respond to two (2) written requests to contact management. 2
5. After notice, inspection of Apartment indicates a lack of furnishings and edible food.
6. Notice to RESIDENT'S designated emergency contact that AUTHORITY intends to declare Apartment abandoned.

- B. In the event AUTHORITY determines that RESIDENT has abandoned the Apartment without notifying the AUTHORITY, the AUTHORITY shall have the right to:
1. Enter upon the Apartment and remove and dispose of all remaining personal property.
 2. Re-rent the Apartment to another eligible applicant.

13. ABANDONED VEHICLES

- A. RESIDENT shall follow all rules and regulations as set out in AUTHORITY Parking Policy.
- B. All RESIDENT vehicles must be in operating condition with a valid registration and current license.
- C. AUTHORITY has the right to remove all vehicles not in compliance with AUTHORITY Parking Policy at the owner's expense.

14. ENTRY TO APARTMENT

- A. The AUTHORITY, upon reasonable advance notice to the RESIDENT, shall be permitted to enter the Apartment during reasonable hours in order to inspect the Apartment, make ordinary, necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors. A written statement specifying the purpose of the entry delivered to the Apartment at least forty-eight (48) hours before such entry shall be considered reasonable advance notification.
- B. The AUTHORITY may enter the Apartment at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- C. When RESIDENT requests maintenance on the Apartment, AUTHORITY shall attempt to provide such maintenance at a time convenient to RESIDENT. If RESIDENT is absent from the Apartment when AUTHORITY comes to perform maintenance, RESIDENTS'S request for maintenance shall constitute permission to enter the Apartment.
- D. In the event that the RESIDENT and all adult members of the household are absent from the Apartment at the time of entry, the AUTHORITY shall leave a written statement specifying the date, time and purpose of entry prior to leaving the Apartment.

15. NOTICES

- A. Any notice required by law or otherwise from AUTHORITY to RESIDENT shall be sufficient if personally delivered to RESIDENT or an adult member of RESIDENT'S household or sent postpaid first-class mail to the Apartment or affixed to the door of the Apartment.
- B. Notice to AUTHORITY must be in writing, personally delivered or sent prepaid first-class mail to either the Development Office where Apartment is located or AUTHORITY Central Office.
- C. Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

16. TERMINATION OF LEASE

- A. **TERMINATION by RESIDENT:** This LEASE may be terminated by RESIDENT by giving thirty (30) days advance notice to AUTHORITY of RESIDENT'S intention to terminate. Notice shall be given as herein provided.
- B. **TERMINATION BY AUTHORITY:** This LEASE may be terminated by AUTHORITY under the following conditions and for the following reasons:
1. Any serious or repeated violation of material terms of the LEASE such as failure to make payments due under the LEASE or to fulfill the obligations of a RESIDENT under the LEASE or for other good cause shown.

2. Participation in or permitting other persons who are in the Apartment with the RESIDENT'S consent to participate in any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or employees of the AUTHORITY.
3. Participation in or permitting other persons who are in the Apartment with the RESIDENT'S consent² to participate in any drug-related criminal activity.

To terminate the LEASE, AUTHORITY must give written advance notice of termination of the LEASE at least:

1. Fourteen (14) days in advance for non-payment of rent;
2. Reasonable time in advance considering the seriousness of the situation when the cause for termination is creation or maintenance of a threat to the health or safety of other RESIDENTS or of employees of AUTHORITY or drug related activity.
3. Thirty (30) days in advance in all other areas.

Notice of termination shall state:

1. Specific reasons for the termination of the LEASE;
2. The right of the RESIDENT to make such reply as RESIDENT may wish;
3. The right of a RESIDENT to request a hearing in accordance with the Grievance Procedure;
4. In the event that RESIDENT is not eligible for a hearing, AUTHORITY must state grounds therefore;
5. RESIDENT'S right to review RESIDENT'S file and make copies of relevant documents.

- C. When AUTHORITY evicts a RESIDENT for criminal activity, AUTHORITY shall notify the local post office serving the Apartment that such individual or family is no longer residing in the Apartment so the post office will stop mail delivery.

17. NON-WAIVER

The failure or omission of the AUTHORITY to terminate this LEASE for any cause shall not waive the right of the AUTHORITY to do so later for similar or other causes.

18. RESIDENTS RIGHTS TO EXAMINE DOCUMENTS

Upon RESIDENT'S request, RESIDENT will be provided a reasonable opportunity to examine any documents or records in AUTHORITY'S possession relative to RESIDENT'S tenancy or eviction. RESIDENT can request copies of documents at RESIDENT'S expense.

19. GRIEVANCE PROCEDURE

- A. AUTHORITY shall notify RESIDENT of the specific grounds for any proposed adverse action by AUTHORITY. Such adverse action includes, but is not limited to, a proposed LEASE termination, transfer of RESIDENT to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- B. In the case of a LEASE termination, a notice of LEASE termination in accordance with Section 16 of this LEASE constitutes adequate notice of proposed adverse action.
- C. In cases other than LEASE termination, AUTHORITY shall not take the proposed action until the time for RESIDENT to request a grievance hearing has expired, and (if a hearing was timely requested by RESIDENT) the grievance process has been completed.
- D. The Grievance Procedure shall not be available for any eviction for drug related criminal activity or criminal or illegal activity that threatens the health, safety, or right to peaceful enjoyment of other residents or employees of the AUTHORITY.**
- E. All other disputes concerning the obligations of RESIDENT and of AUTHORITY shall be resolved in accordance with the Grievance Procedure.
- F. In the case that AUTHORITY determines that RESIDENT'S case be heard in Court, RESIDENT has a right to:
 1. Adequate notice of the grounds for any proposed adverse action;
 2. Be represented by counsel;
 3. An opportunity to refute the evidence presented by AUTHORITY including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which RESIDENT may have;
 4. A decision on the merits.

20. LEASE MODIFICATIONS

- A. Any modification of the LEASE must be in writing and attached hereto after execution. Any other documents included herein by reference may be amended by providing RESIDENT at least thirty (30) days of notice of any such modification as provided by Federal Regulation. ²

21. SEVERABILITY

- A. If any portion of this LEASE is found to be unenforceable by a Court of competent jurisdiction the remainder of this LEASE shall remain in full force and effect.
- B. This LEASE shall be interpreted under the laws of Ohio and the applicable Federal Regulation for Public Housing.

22. OTHER DOCUMENTS

- A. The entire agreement between AUTHORITY and RESIDENT shall consist of the following documents as if fully rewritten herein:
1. This LEASE executed by the parties
 2. Any redeterminations of rent charges
 3. Schedule of Repair Charges
 4. Parking Policy
 5. Pet Policy
 6. Minimum Rent Policy
 7. Grievance Procedure, where allowed.
 8. Illegal Drug Activity Policy
 9. Resident Handbook of Development Rules
 10. Schedule of Excess Utility Charges
 11. Community Service Policy
 12. Informal Hearing Policy
 13. Smoke Free Policy
- B. These policies are posted at each site and any resident can obtain an additional copy of such policies by requesting such policy from the manager at the site.

No Smoking Lease Addendum

2

Lease Addendum:

All of these terms and provisions appearing in Housing Authority's Smoking Policy adopted July 30, 2018 (the Policy) are specifically made a part of the Dwelling Lease in force at the applicable property (ies) named in the Policy and are hereby agreed to by both parties.

This provision applies to any and all persons entering a Housing Authority non-smoking property, under tenant's control including tenants and their guests and visitors, contractors, and employees.

1. All YMHA Properties are considered a smoke free campus. Except for ENDS, smoking is not permitted in individual units. Smoking including ENDS will not be permitted in the common spaces of a designated Housing Authority community or facility of any type after the effective date of the Policy, unless otherwise specified. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, pipe, water pipe, or any other lighted smoking equipment or tobacco product or other substance- controlled or uncontrolled.
2. This policy covers all YMHA properties, grounds and buildings, including, but not limited to park areas, parking lots, playground areas, vehicles, common areas, elevators, stairs, hallways, and resident units, both new and existing.
3. This policy applies to any and all persons entering the YMHA properties including YMHA residents, their guests and visitors, contractors, and YMHA employees.
4. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single-family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, porches, and unit entryway areas.
5. "Common spaces" are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carports, playgrounds, lands within the developments; lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person.
6. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom are also responsible for compliance with this policy.
7. The Housing Authority will post "No Smoking" or "Smoke-Free Campus" or similar signs at entrances and exits of administrative, office and multi-family buildings; in common areas; inside residential units and other practical places to facilitate enforcement and compliance with this policy.
8. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for new residents will include the non-smoking policy.
9. Although YMHA prohibits smoking as noted above, there is no warranty or guarantee of any kind that units,

grounds, office areas or common areas will be totally smoke free. Enforcement of YMHA's no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.

2

10. Any resident may not smoke in any unit. Any resident must not allow anyone not on their lease to smoke in their unit at any time including guests and other residents.
11. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. A charge of \$250.00 may be charged to the tenant for each violation of the policy that occurs inside a building/unit/apartment to make necessary maintenance to the unit.

RESIDENT RESPONSIBILITY

1. It will be the resident's responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance with the policy.
2. The resident will prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.
3. Failure to comply or upon repeated violations to this addendum will be cause for lease enforcement action up to and including termination of resident lease agreement.
4. If a resident smells tobacco or other substances smoke or smoking in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.
5. For the health and safety of the Housing Authority employees and their representatives, no resident will have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative will vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the unit/apartment.

Note: This policy is an agreement between the head of household (spouse and all other parties to the Lease) and the Youngstown Metropolitan Housing Authority and is required to be signed as an addendum to the Lease.

I have read the No Smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation will be cause for termination of my Lease. I have received a copy of this policy.

2

RESIDENT

HOUSING AUTHORITY

Head of Household (Signature) Date

Manager (Signature) Date

Spouse or Other Adult Member Date

Management Office

Other Adult Member (2) Date

Street Address Zip Code

Unit Address: _____

Phone

Date

APPENDIX K

CRIMINAL TRESPASS POLICY

2

YMHA Criminal Trespass Policy

Based on the "Screening and Eviction Final Rule" and in accordance with conditions of our current lease agreement, it is my recommendation that the YMHA Board of Directors adopt the following Criminal Trespass Policy.

"Effective immediately, anytime an individual is encountered upon the property of the Youngstown Metropolitan Housing Authority, hereinafter referred to as YMHA, whose name appears on the Criminal Trespass (CT) List, a confidential internal security tool, as maintained by YMHA, the encountering agent/authorized personnel or contracted police will verify that the original service of the Trespass Notice was not beyond the three year limit. As currently defined, the recipient of a Criminal Trespass Warning (CTW) will be denied access to YMHA properties for a period not to exceed three years."

"In the event that an agent/authorized personnel encounter an individual, for which verification of original service cannot be verified, a new Criminal Trespass Warning (CTW) shall be issued. It is the responsibility of the issuing agent/authorized personnel or contracted police to monitor and process the issuance of Criminal Trespass Warning. Under no circumstances shall an individual be arrested for violations beyond the three year limit."

YMHA Criminal Trespass Program

- 1) Any individuals determined to have committed, or be involved in criminal activity on YMHA property shall be identified, approached, interviewed, and with reasonable cause, served a Criminal Trespass Warning (CTW) under the Ohio revised Code 2911.21.
- 2) Non-residents, authorized or unauthorized, who are arrested for any violent crimes, property crimes, drug offenses, sex offenses, thefts, domestic violence, or child abuse shall be automatically issued a Criminal Trespass Warning (CTW).
- 3) YMHA's agents/authorized personnel or contracted police may approach and question individuals where reasonable suspicion exists (Terry vs. Ohio). Suspicious activities include, but are not limited to:
 - a) Loitering
 - b) Gambling
 - c) Prostitution
 - d) Drug Activities
 - e) Suspects reported by others
- 4) YMHA's agents/authorized personnel or contracted police shall:
 - a) Ascertain if the alleged trespass offense occurred while on YMHA property.
 - b) Provide detailed information, thereby establishing probable cause, in the Narrative Description section.
 - c) Positively identify/photograph the offender and attach the photo to each Criminal Trespass Warning (CTW)
 - d) Complete the Criminal Trespass Warning (CTW) form and forward to the YMHA Security Manager for verification of:
 - 1) Completeness
 - 2) Accuracy
 - 3) Probable cause documentation

- e) The Criminal Trespass Warning (CTW) will be processed and the offender will be registered on the Criminal Trespass (CT) list.
- f) Upon final review of the Criminal Trespass Warning (CTW) by YMHA Staff, all forms related to the Criminal Trespass Warning (CTW) will be on file at the YMHA Central Office.

5) The Right to Appeal

- a) Each offender will be advised of their right to appeal by filing a Criminal Trespass Appeal Form, which can be obtained at: YMHA Central Office 1977 Niles Road SE Warren, Ohio 44484.
- b) Any individual issued a Criminal Trespass Warning (CTW) shall be informed of the Right to Appeal the Trespass Notice by the issuing agent/authorized personnel or contracted police officers.
- c) Any individual requesting an Appeal Hearing shall be advised of their right to a hearing date, right to present testimony, witnesses, and right to counsel
- d) After receiving a completed Criminal Trespass (CT) Appeal Form, the Security Manager will conduct a complete background check and schedule an Appeal Hearing.
- e) The final disposition of the appeal will be forwarded to the offender, by certified mail, to address information provided on the Criminal Trespass Warning (CTW).
- f) All Criminal Trespass Warnings (CTW) that are rescinded will be noted as "CT RESCINDED" on the Criminal Trespass (CT) List. The original Criminal Trespass Warning (CTW) and all criminal Background information will be permanently filed at the YMHA Central Office.

6) Agents/Authorized Personnel or Contracted Police Agencies

- a) The YMHA Administration will designate its agents/authorized personnel or officers from contracted police agencies.
- b) Contracted Police service agencies such as the Youngstown Police Department, Campbell Police Department, Struthers Police Department, Lowellville Police Department, and the Mahoning County Sheriff's Department shall indemnify and hold harmless, YMHA and/or all YMHA employees, for failure to comply with the Criminal Trespass Policies, or any actions taken by those officers within the scope of their authorized duties.

COMMUNITY SERVICE/SELF-SUFFICIENCY POLICY**A. Background**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definition) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence. This is a requirement of

Public Housing Lease.

B. Definitions

Community Service – volunteer work which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children's programs
- Work at the Authority to help with senior programs
- Work at the Authority to help in the administrative offices
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

NOTE: Political activity is excluded.

Self-Sufficiency Activities – activities that include, but are not limited to:

- Job training programs
- GED Classes
- Substance Abuse or mental health counseling
- English Proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence

Exempt Adult – an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 20 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program

C. Requirements of the Program

- 1. The eight (8) hours per month may be volunteer work, self-sufficiency program activities or a combination of the two.**
- 2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule. If no approval was received from the Authority, the deviation will be considered noncompliance of this policy.**
- 3. Activities must be performed within the community and not outside the jurisdictional area of the Authority**

4. Family obligations:

- **At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must**
 - a) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and**
 - b) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.**
- **At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signature of supervisors, instructors, or counselors certifying the number of hours contributed.**
- **If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.**

5. Change in exempt status:

- **If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.**
- **If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.**

Community Services and Self-Sufficiency Requirement Certification 3
For Non-Exempt Individuals

Entrance Acknowledgement

Date:

Participant Name:

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature: _____

Date of Signature: _____

Community Services and Self-Sufficiency Requirement Certification
For Non-Exempt Individuals

Annual Renewal

Date:

Participant Name:

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: _____

Date of Signature: _____

APPENDIX M

FRAUD POLICY

3

Fraud Policy

Youngstown Metropolitan Housing Authority takes an aggressive stance against fraudulent acts in its housing programs. Clients are required to provide accurate, current, complete and true information relative to their household income and household composition.

For the purpose of this policy, fraudulent activity is defined as a person who knowingly makes or caused to make false or misleading statements or representations to benefit them or another person or household, or to realize housing or housing benefits which are subsidized by YMHA that they would not normally be entitled to receive.

Once YMHA has discovered that a client in any of its subsidized housing programs fits the above definition, the following procedure should be followed:

- 1) Staff will attach the following documentation:
 - a). Place of employment
 - b). All available income sources (must be third party and within 120 days current).
 - c). Unreported assets, if applicable.
- 2) Calculate the amount potentially owed to YMHA.
- 3) Forward all documentation to either the Director of Operations.
- 4) The information will be reviewed and a decision made within five (5) working days as to what the next appropriate steps will be (such as referral to law enforcement, offer repayment agreement, etc.).

REPAYMENT AGREEMENT POLICY

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY REPAYMENT AGREEMENT POLICY

Tenant Repayment Agreement. Tenants are required to reimburse YMHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse YMHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and YMHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to YMHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

YMHA is required to determine retroactive rent amount as far back as YMHA has documentation of family reported income. For example, if YMHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, YMHA is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, YMHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

1. **Example:**

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income). 3
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

Repayment Time Period. The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Example: The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

2. In a lump sum payment; or
3. Monthly installment; or
4. A combination of 1 and 2, above
 - a. For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

Head of Household Date

Spouse or Co-Head Date

Other Adult Date

APPENDIX O

LIMITED ENGLISH PROFICIENCY

3

“Youngstown Metropolitan Housing Authority, in accordance with the Final Guidance to Federal Assistance Recipients dated January 22, 2007, has assessed the language needs of its affected population.

Housing staff will determine the need for accommodations during the application process, initial lease signing and/or recertification process.

Once it has been determined that there is a need for an accommodation for either non-English speaking clients, hearing impaired clients or clients who are not proficient in reading or writing the English language, housing staff will contact the AMP Property Manager, who can get assistance from the Director of Operations, to coordinate efforts to ensure the client has full and complete access to programs and services.

Youngstown Metropolitan Housing Authority has determined that Youngstown State University and Kent State University/Youngstown Campus have the resources available to meet the need for the non-English speaking clients.

Youngstown Metropolitan Housing Authority has further determined that resources to meet the needs for hearing impaired clients, sight impaired clients and clients not proficient in the English language can be met by either Youngstown Lifelines (local mental health agency) or the Ohio Bureau of Vocational Rehab Services.

APPENDIX P

HUD MANDATES FOR VERIFYING INCOME AND DUAL SUBSIDY PAYMENTS FOR APPLICANTS AND CURRENT PARTICIPANTS

3

YMHA utilizes multiple sources to verify current residents' information including but not limited to:

- The Enterprise Verification System provided by HUD
- The Department of Health and Human Services
- The Social Security Administration
- Medicare/Medicaid

Additionally, HUD provides YMHA with information about an applicant's current status as a HUD housing recipient. YMHA will use the Enterprise Verification System (EIV) to determine if the applicant or any member of the applicant household is currently receiving HUD assistance. Nothing prohibits the HUD housing recipient from applying with Youngstown Metropolitan Housing Authority.

However, the applicant must move out of their current property and/or forfeit any Housing Choice Voucher before HUD assistance with YMHA will begin. Special consideration applies to minor children where both parents share 50% custody.

If an applicant or any member of the applicant family fails to fully and accurately disclose rental history, the application may be denied based on the applicant's misrepresentation of information.



OFFICE OF PUBLIC AND INDIAN HOUSING

APPENDIX Q

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

4

IV. Special Attention of:

Public Housing and Section 8 Program Administrators, Public Housing Hub Office Directors; Public Housing Resident Management Corporations; Resident Councils; Applicants and Participants of Public Housing, Housing Choice Voucher, Section 8 Moderate Rehabilitation, Project-Based Certificate and Voucher Programs

Notice PIH 2018–18

Issued: October 26, 2018

Expires: This notice remains in and effect until amended, superseded or rescinded.

V. Cross References:
notice PIH 2017-12
24 CFR 5.233
24 CFR 5.236
24 CFR 908.101

VI. SUBJECT: Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System

1. Purpose. This notice adds a new section incorporating the Income Validation Tool (IVT) Report. This report will facilitate and enhance public housing agencies (PHAs) identification of tenant unreported or underreported income information during interim and regular reexaminations. Deployment of the IVT began July 17, 2018, and will conclude December 4, 2018. The IVT will provide projections of discrepant income for wages, unemployment compensation and Social Security Administration (SSA) benefits pursuant to HUD's data sharing agreements with the Department of Health and Human Services (HHS) using the National Directory of New Hires (NDNH) database, and the SSA. This notice supersedes notice PIH 2017-12.

2. Applicability. This notice applies to the HUD-PIH rental assistance programs: Public Housing, Section 8 Moderate Rehabilitation, Project-Based Voucher, Project-Based Certificate, and Housing Choice Voucher (HCV) Programs.

3. Background. On December 29, 2009, HUD issued the final rule entitled *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification (EIV) System-Amendments (74 FR 68924)*, which requires PHAs to use the EIV system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR 5.233; and reduce administrative and subsidy payment errors in accordance with 24 CFR 5.236 and other administrative guidance issued by HUD.

Using EIV as an upfront income verification (UIV) technique will be valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements.

Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud and abuse within Public and Indian Housing (PIH) rental assistance programs.

4. Effective Date. This notice is effective as of the issuance date.

5. HUD Regulation. 24 CFR 5.233. Since January 31, 2010, all PHAs have been required to use the EIV system in its entirety. This means that PHAs must use all features of the EIV system to:

- a. Verify tenant employment and income information during interim and mandatory reexaminations of family composition and income in accordance with 24 CFR 5.236, and other HUD administrative guidance; and
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

6. What is the EIV System? The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information for tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the PIH. This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the SSA and the HHS, for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

What is the IVT Report? The IVT Report is a new report that replaces the current Income Discrepancy Report under the verification reports link in EIV. This report will facilitate and enhance PHA identification of tenant unreported or underreported income during interim and regular reexaminations. The IVT will be updated monthly and provide a comparison between tenant reported income and income information previously reported on the form HUD-50058. It will include any discrepant income information specifically derived and reported from HUD's data sharing agreements with HHS-NDNH and the SSA. The IVT will also provide income and wage, unemployment compensation and SSA benefit information. HUD staff and PHA personnel will be able to search a comprehensive database comprised of several screens that will include income information for Heads of Household and family members where there may be discrepancies in family reported income and employer reported information. During reexamination, or other significant contacts with tenant families, PHAs will see any reported discrepancies, determine the degree of tenant underreporting or misreporting of income information and take action in accordance with their policies to resolve the identified discrepancies.

All PHAs are required to review the EIV Income and Former Tenant Search reports prior to admission of each family. PHAs are required to review the Income and IVT reports during mandatory and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third-party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique, in many instances, will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:

- a. Identifying tenants whose reported personal identifiers do not match the SSA database
- b. Identifying tenants who need to disclose an SSN;
- c. Identifying tenants whose reported personal identifiers do not match the SSA database;
- d. Identifying tenants who may not have reported complete and accurate income information;
- e. Identifying tenants who have started a new job;
- f. Identifying tenants who may be receiving duplicate rental assistance;
- g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
and
- h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

7. How to obtain access to the EIV System. All PHA staff (including PHA-hired management agents), who have a need to access the EIV system, are required to complete and submit the EIV Access Authorization Form & Rules of Behavior and User Agreement to their designated EIV Coordinator in the local HUD office.

The form is available online at: https://www.hud.gov/sites/documents/DOC_10866.PDF

The user's access must be approved by the PHA Executive Director or designee for the local HUD office to process all EIV access requests. Individuals who will not directly access the EIV system but will have access to the EIV data in printed or electronic form also are required to complete the EIV Access Authorization Form & Rules of Behavior and User Agreement and maintain it on file (do not submit the form to the local HUD office).

8. Verification Hierarchy and Techniques. PHAs should begin with the highest level of verification techniques.

All verifications, regardless of technique, require the PHA to review the IVT information at the time of reexamination and for multiple subsidy payments. PHAs are required to review the EIV Former Tenant and Existing Tenant Reports for any SSA matches involving another PHA or a Multi-family entity and follow-up on any issues identified. The PHA is required to maintain the report and documentation of any follow-up in the tenant file. If the tenant is a new admission to the PHA, and a match is identified at a Multi-family property, the PHA must report the program admission date to the Multi-family property and document the notification in the tenant file.

PHAs also need to obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all interim and mandatory reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

VII.Exhibit 1: Verification Hierarchy and Techniques

Level	Verification Technique	Ranking
6	Upfront Income Verification UIV , using HUD's Enterprise Income Verification (EIV) system and the Income Validation Tool (IVT) (not available for income verifications of new applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written third Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute.)
3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants. Image 1 screenshot of Verification Hierarchy and Techniques illustrates six levels of verification starting with 6 as the highest category of Upfront Income Verification using HUD's EIV system, then 5 Upfront Income Verification (UIV) using non-HUD system, 4 Written Third- Party Verification, 3 Written Third Party Verification Form, 2 Oral Third-Party Verification and 1 Tenant Declaration.

VIII.Verification Technique Definitions**Third-Party Verification Techniques**

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third Party Verification (Level 4): An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third-party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the PHA interview/determination or request date) are acceptable for confirming effective dates of income.

Written Third Party Verification Form (Level 3): This is also known as traditional third-party verification. A standardized form to collect information from a third-party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third-party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third-party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, Federal, State and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process also will streamline the income verification process.

Oral Third-Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used when the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, e.g., ten (10) business days.

IX. Non-Third-Party Verification Technique

Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third-party verification was not available.

X. Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third-party verification was not available.**

The exception to third party verification can be found at 24 CFR 960.259(c)(1) and §982.516(a)(2), which state in part, “...The PHA must obtain and document in the family file third party verification of the following factors or **must document in the file why third-party verification was not available.**”

9. Third-party verification requirements. In accordance with 24 CFR 960.259(c)(1) and 24 CFR 982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.

10. How to comply with and reduce administrative burden of third-party verification requirements of family annual income. PHAs can comply with and reduce administrative burden of third-party verification requirements for employment, wage, unemployment compensation and Social Security benefits, and any other information that is verifiable using EIV by:

- a. Reviewing the EIV Income and IVT Reports to confirm/validate tenant-reported income;
- b. Printing and maintaining the EIV Income and IVT Reports in the tenant file;
- c. Obtaining current acceptable tenant-provided documentation to supplement the EIV information; and
- d. Using current tenant-provided documentation and/or third-party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH notice 2012-10 for guidance on verifying Social Security benefit income through the EIV system.

The PHA also may reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third-party but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (e.g., employers, federal, state and/or local agencies, banks, etc.).

11. When the PHA is required to request written third-party verification. The PHA must request written third-party verification under the following circumstances:

- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR 5.236(b)); and
- b. When the PHA requires additional information that is not available in EIV and/or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information include, but are not limited to:
 - i. Effective dates of income (i.e., employment, unemployment compensation, or social security benefits)
 - ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
 - iii. Confirmation of changes in circumstances (i.e., reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR 5.236(a), prohibits PHAs from taking adverse action based solely on EIV information.

12. Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third-party source to verify tenant employment and income information (24 CFR 5.233(a)(2)(i)).

- a. For each new admission (form HUD-50058 action type 1), the PHA is required to:
 - i. Review the EIV Income and IVT Reports to confirm/validate family-reported income within 120 days of the Inventory Management System Public and Indian Housing Information Center (IMS/PIC) submission date; and
 - ii. Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.
- b. For each historical adjustment (form HUD-50058 action type 14), the PHA is required to do the following:
 - i. Review the EIV Income and IVT Reports to confirm/validate family-reported income within 120 days of the IMS/PIC submission date; and
 - ii. Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.
- c. For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:
 - i. When there is no household identified income, discrepancy reported on the form HUD-50058, the EIV Income Report or IVT Report, PHAs have the discretion to print the EIV Income and IVT Reports to document the tenant file; and
 - ii. In cases when there **is** an identified income discrepancy among the form HUD-50058, the EIV Income Report or IVT Report, PHAs must follow up with the family and resolve the differences between the reported information as noted in Section 8.
- d. For each reexamination of family income and composition, the PHA is required to have the following documents in the tenant file:

No Dispute of EIV Information: There are no disputes among the EIV Income and IVT Reports. The tenant file includes current acceptable tenant provided documentation and if necessary (as determined by the PHA), traditional third-party verification and a current copy of the form HUD-50058 or to be maintained in the tenant file.

Disputed EIV Information: There is a discrepancy in at least one of the EIV Income or IVT Reports or the form HUD-50058 is not current or is inconsistent and/or traditional third-party verification form(s) for the disputed information is not clear. Copies of the EIV Income and IVT reports, income verification and a corrected form HUD-50058 will be maintained in the tenant file. See example 2 below.

In cases when the Tenant-reported income is not verifiable through the EIV system: Current tenant provided documents and if necessary, (as determined by the PHA), traditional third-party verification form (s) and copies of the EIV Income and IVT reports and a corrected form HUD-50058 will be maintained in the tenant file. See example 3 below.

XI. Example 1: No Disputed EIV Information & Tenant Provided Documents

The PHA is conducting a reexam with tenant, Mary Jones. Ms. Jones reports that she is employed at the ABC Box Company. You pull up the EIV Income and IVT Reports for the Jones family, which shows quarterly wages from the ABC Box Company for the full year of 2015, and the first two quarters of 2016. Last year's (2016) reexam reflects wages from the same employer. There is no other income information on the EIV Income and IVT Reports.

The PHA may streamline the income verification process by requesting Ms. Jones provide current pay stubs dated within the last 60 days of the interview or PHA request date. The PHA must obtain a minimum of two current and consecutive pay stubs from Ms. Jones.

Since there is no disparity between tenant-reported Income and the IVT Reports. The PHA may obtain original and current tenant-provided pay stubs to calculate annual income as noted below.

XII. Example 2: Disputed EIV Information & No Tenant-Provided Documents

The PHA is conducting a reexam with tenant, Bob Miller. Mr. Miller reports that his only source of income is monetary support from his sister, Betty Miller. The PHA obtains the EIV Income and IVT Reports for the Miller family, which show an apparent income discrepancy and quarterly wages from the Home Depot for the full year of 2015, and the first two quarters of 2016. There is no other income information on the EIV Income and IVT Reports. Last year's (2016) reexam on form HUD-50058 reflects no wage information and the only source of income is other non-wage income (monetary support from a family member).

The PHA informs Mr. Miller that the EIV system shows wages from the Home Depot and requests he provide current pay stubs. Mr. Miller states that he does not work there and has no pay stubs.

Because Mr. Miller disputes the EIV-reported income and has not provided documents to support his dispute, the PHA **must** request written third-party verification from Home Depot to verify Mr. Miller's employment status. The PHA mails a third-party verification request form to the address listed for Home Depot.

A few days later the PHA receives the third-party verification request form back from Home Depot, which indicates that Mr. Miller has been employed there since January 5, 2013, and a payroll summary report, showing Mr. Miller's bi-weekly gross and net pay since January 2013. Since the disputed EIV information has been confirmed to be correct by the independent third-party source (Home Depot), the PHA will use the income information from the payroll summary report to calculate annual income. The PHA also would calculate the retroactive rent using the information provided by Home Depot since Mr. Miller failed to disclose his employment at the 2013 through 2016 annual reexaminations as well as the current year. The PHA would inform Mr. Miller of this retroactive rent and take action pursuant to PHA-established policies.

XIII. Example 3: Tenant Unreported Income, Income not Verifiable through EIV & Tenant- Provided Documents

The PHA is conducting a reexam with tenant, Sharon Duvet. Ms. Duvet reports that her only source of income is child support and provides you with verification that includes the last four (4) child support payments. The PHA obtains the EIV Income and IVT Reports for the Duvet family, which shows a discrepancy and a hire date at the District Police Department effective January 9, 2017; quarterly wages from the District Police Department for the full years of 2014, 2015 and 2016 and the first two quarters of 2017. There is no other income information on the EIV Income or IVT Reports. Last year's (2016) reexam on form HUD-50058 reflects income only from child support. The PHA informs Ms. Duvet that the EIV system is showing wages from the District Police Department and requests that she provide current verification of her pay.

Ms. Duvet admits that she has been working at the District Police Department and indicates that she can provide you with current pay stubs. You inform Ms. Duvet that you now will calculate her retroactive rent for the previous years in which she did not disclose her employment. You go over the EIV-reported wages with Ms. Duvet and she indicates that she does not dispute the information.

Since Ms. Duvet does not dispute the EIV-reported information, the PHA may use the tenant- provided documents to calculate income and rent for the 2017 reexam and use the EIV- reported earnings for years 2014 and subsequent years through 2017 to calculate the retroactive rent Ms. Duvet will owe. The PHA should require Ms. Duvet to provide her last pay stub from 2016, or her 2016 W-2, to calculate the retroactive rent for 2017. The PHA will use the tenant-provided child support pay stubs (child support income is not available in EIV) to calculate annual income from this source.

13. What if the tenant does not provide the PHA with requested information? If the tenant does not provide the requested information, the PHA may mail or fax a third-party verification request form to the third-party source. The PHA is *required* to request third-party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. In addition, the PHA should remind the tenant that the tenant is required to supply any information requested by the PHA for use in a regularly scheduled or interim reexamination of family income and composition.

The PHA may *determine* that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner, as prescribed by the PHA.

14. How to use EIV to reduce administrative and subsidy payment errors? EIV can help identify other potential issues which may impact a family's level of assistance. EIV contains stand-alone reports, which a PHA may generate at any time (i.e. Deceased Tenants Report, New Hires Report, Multiple Subsidy Report, Identity Verification Report, IVT Report, Debts Owed to PHAs & Termination Report, and Immigration Report). However, it should be noted that the information from these stand-alone reports are contained in the Income and IVT Reports for each household. PHAs are required to address any and all potential issues at the time of the regular or interim reexam, as conveyed in the Income and IVT Reports.

PHAs may use the stand-alone reports to monitor staff's progress in reducing the following administrative and subsidy payment errors by using the listed reports:

- a. Incorrect/invalid SSNs/name/date of birth – Identity Verification Report
- b. Follow-up with families who need to disclose an SSN – Immigration Report
- c. Duplicate rental assistance – Multiple Subsidy Report
- d. Unreported increase in income – IVT Report
- e. Improper payments on behalf of deceased tenants – Deceased Tenants Report
- f. Unreported new employment (PHAs with interim increase policy) – New Hires Report
- g. Adverse Termination/Outstanding Debt to PHA – Debts Owed to PHAs & Termination Search

To ensure PHAs are aware of potential subsidy payment errors, PHAs are *required* to monitor the following EIV reports monthly:

- a. Deceased Tenants Report
- b. Identity Verification Report
- c. Immigration Report
- d. IVT Report based on PHA reexamination schedule (Report will include information from the New Hires Report (NDNH))
- e. Multiple Subsidy Report

15. How to use the EIV Income and IVT Reports as a third-party source to verify tenant employment and income information? The EIV Income and IVT Reports provide a variety of information about Heads of Household, household member(s) and employment data. The report contains the following information for each household member:

- a. Personal identifiers: name, date of birth, and SSN
- b. Identity verification status (pending, verified, deceased, or failed)
- c. Employment information
 1. New Hire Information (W-4)
 - i. Date Hired
 - ii. Employer Name
 2. Employer name, address, and employer identification number of current and past employers
 3. Quarterly earnings
- d. Quarterly unemployment compensation. Social Security benefit information
 1. Social Security (SS) benefits
 - i. Payment status code
 - ii. Date of current entitlement
 - iii. Current net monthly benefit amount (if payable)
 - iv. Gross monthly benefit history (last 8 changes in benefit amount)
 - v. Lump sum payment amount and date
 - vi. Payee name and address
 2. Dual Entitlement (Social Security benefits under another person's SSN)
 - i. Claim Number (the other person's SSN)
 - ii. Payment status code
 - iii. Date of current entitlement
 - iv. Current net monthly benefit amount (if payable)
 - v. Gross monthly benefit history (last 8 changes in benefit amount)
 - vi. Payee name and address
 3. Supplemental Security Income (SSI)
 - i. Payment status code
 - ii. Alien indicator
 - iii. Current net monthly benefit amount
 - iv. Current monthly state supplement benefit amount (if available)
 - v. Gross monthly benefit history (last 8 changes in benefit amount)
 - vi. Payee name and address
 4. Medicare data
 - i. Payee name and address
 - ii. Monthly hospital insurance premium amount, buy-in status, and buy-in start and end Dates
 - iii. Monthly supplemental medical insurance premium amount, buy-in status, and buy-in start and end dates
- e. Disability status and onset date
- f. Identity verification status
- g. Indicator of possible multiple rental subsidy
- h. Indicator of debt and/or termination information from another PHA (effective September 2010)

All EIV Income and IVT Reports contain the date the report was generated and by whom; and the date EIV received each type of information.

To minimize tenant underreporting of income, PHAs are required to obtain an EIV Income and IVT Report for each family any time the PHA conducts a reexamination of family income and composition.

In accordance with 24 CFR 5.236(b)(3), PHAs are required to compare the information on the EIV reports with the family-reported information on form HUD-50058. **If the EIV Income or IVT Report reveal an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:**

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third-party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent due to unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.

*The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Note: A substantial difference is defined as an amount equal to or greater than \$2,400 annually.

The tenant must be provided an opportunity to contest the PHA's determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made based on information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the PHA's established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is insubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA should explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third-party verification form to the third-party source for completion and submission to the PHA.

If the third-party source does not respond to the PHA's request for information, the PHA is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The PHA should then pursue lower level verifications in accordance with the verification hierarchy listed in section 8 of this notice.

16. Tenant Repayment Agreement. Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family unreported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

XIV.Example:

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

Repayment Time Period. The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

XV.Example:

- The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above.

XVI.Example:

- a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

17. How long should the PHA maintain EIV printouts in a tenant file? The PHA's record retention policy will determine the length of time the PHA should maintain EIV printouts in a tenant file. PHAs are authorized to maintain the EIV Income and other reports (see Section 8) in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. In accordance with revised regulation, 24 CFR 908.101, PHAs are required to maintain at a minimum, the last three years of forms HUD-50058 and supporting documentation for all regular and interim reexaminations of family income. All records are to be maintained for a period of at least three years or longer as required from the effective date of the action.

18. Disclosure of an Individual's EIV Information. The Federal Privacy Act (5 USC §552a(b), as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

19. What to do if the EIV Information is incorrect? Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes this information, the tenant should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the tenant disputes this information, the tenant should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the tenant disputes this information, the tenant should contact the SSA at 800-772-1213 or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

Note: The tenant also may provide the PHA with third-party documents which are in the tenant's possession to support their dispute of EIV information. The PHA, with the tenant's consent, is required to submit a third-party verification form to third-party sources for completion and submission to the PHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR 5.232.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, that tenant should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to 3 years from the end of participation date in the PIH program.

Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either intentionally or by accident. SSA does not require an individual to report a lost or stolen SSN card and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, someone using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. Accordingly, if the tenant suspects someone is using his/her SSN, the tenant should check Social Security records to ensure the records are correct (call SSA at 800-772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at 877-438-4338, or visit the FTC website at: <https://www.identitytheft.gov> and monitor the tenant's credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant also should provide the PHA written documentation of the filed identity theft complaint. (Refer to paragraph above on **Employment and wage information** regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com, by phone at 877- 322-8228, or by contacting the credit reporting agency directly.

The contact information for each national credit reporting agency is:

Equifax Credit Information Services, Inc.
 P.O. Box 740241
 Atlanta, GA 30374
 Website: www.equifax.com
 Telephone: 866-349-5191

Experian
 P.O. Box 2104
 Allen, TX 75013
 Website: www.experian.com
 Telephone: 888-397-3742

TransUnion
 P.O. Box 6790
 Fullerton, CA 92834
 Website: www.transunion.com
 Telephone: 800-888-4213

20. Security of EIV Data. The data in EIV contains personal information on individual tenants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes, as noted below.

a. Official Purposes Include:

1. PHAs, in connection with the administration of PIH programs, for verifying employment and income at the time of interim and annual reexaminations.
2. HUD staff for monitoring and oversight of PHA compliance with HUD program requirements.
3. Independent Auditors hired by the PHA or HUD to perform a financial audit for use in determining the PHA's compliance with HUD program requirements, including verifying income and determining the accuracy of the rent and subsidy calculations.

XVII. Restrictions on disclosure requirements for Independent Auditors:

- May only access EIV income information within family files and only within the offices of the PHA or PHA-hired management agent;
- May not transmit or transport EIV income information in any form;
- May not enter EIV income information on any portable media;
- Must sign non-disclosure oaths that the EIV income information will be used only for the audit; and
- May not duplicate EIV income information or re-disclose EIV income information to any user not authorized by 5 U.S.C. 552a(b) of the Privacy Act to have access to the EIV income data.

b. Official Purposes Do NOT Include:

Sharing the information with governmental or private entities not involved in their examination process specifically used for PIH rental assistance programs.

Disclosing the EIV information to other private or public entities for purposes other than determining eligibility and level of assistance for PIH rental assistance programs is prohibited since these entities are not a party to the computer matching agreements with the HHS and SSA. The fact that these entities may find EIV beneficial for similar eligibility and determination purposes for other low-income housing programs or public benefits, does not permit these entities to use or view information in the EIV system that is covered by the computer matching agreements.

The computer matching agreements are governed by the Privacy Act and the Social Security Act. Specifically, 5 U.S.C. 552a(b) limits disclosure of the data matched between HUD and HHS' National Directory of New Hires (NDNH) database to PHAs, Independent Auditors, the Inspector General (IG) and Attorney General, private owners, management agents, and contract administrators of Multifamily Housing programs.

c. Penalties for Willful Disclosure or Inspection of EIV Data.

1. **Unauthorized Disclosure** – felony conviction and fine up to \$5,000 or imprisonment up to five (5) years, as well as civil damages.
2. **Unauthorized Inspection** – misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages.

21. Penalties for Noncompliance with Mandated EIV System Use. PHAs may be subject to sanctions and/or the assessment of disallowed costs associated with any resulting incorrect subsidy or tenant rent calculation or both. It should be noted that HUD may impose a sanction on any PHA who does not have access to the EIV system or any PHA that has access to the system but has not used the system within the last six months. To avoid sanctions or disallowed costs, PHAs should follow all formal and informal guidance provided to PHAs via webcast trainings, PIH Rental Housing Integrity Improvement Project (RHIP) periodic electronic mailings, and any other HUD Headquarters-generated guidance.

HUD will monitor each PHA's effective and mandated use of the EIV system with analysis of data in the following EIV reports:

- Deceased Tenants Report
- IVT Report
- Multiple Subsidy Report
- Identity Verification Report
- Immigration Report, and
- Failed Effective Date Check Report (Overdue Reexams) in the Identity Verification Report

Note: PHAs may look at the Reexamination Report in the form HUD-50058 in the IMS/PIC sub module for complete details on reexamination status.

This monitoring also will evaluate access to and frequency of use of the EIV and DHS Systematic Alien Verification of Entitlements (SAVE) systems. If at any time these reports identify apparent inefficient or ineffective use of the EIV System, HUD will provide information to the PHAs on the issues identified and request the PHA(s) to provide evidence of resolution.

The notification to the PHAs and the data submission to HUD will be in a format determined by HUD.

22. EIV System Training Information. As a condition of initial and continued access to the EIV System, HUD and PHA staff are required to complete Annual Security Awareness training and EIV system training (initial system training) and update (interim system changes) training when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

EIV system users who need to complete EIV training may view EIV training webcasts at:

[https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/piheivwe bcasts](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/piheivwe_bcasts)

Note: Employees must complete the training **prior** to accessing the EIV system and/or printed EIV reports.

23. Updating of PHA Policies and Procedures. PHAs are required to immediately implement all new and modified regulatory and/or PIH notice requirements of the Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification System-Amendments. The Department recognizes that many PHAs have already begun to modify existing policies and procedures to reflect use of EIV during all mandatory and interim reexams. PHAs should immediately update their policies and procedures to reflect new regulatory provisions.

24. Rental Housing Integrity Improvement Project (RHIIP)/EIV Resources. For your convenience, PIH EIV information is available on the web at the below listed URLs. Many of your questions can be answered by viewing information that is posted on the HUD web pages. Bookmark these pages:

XVIII. Training and Technical Assistance (including webcast training materials)

[https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/piheiv webcasts](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/piheiv_webcasts)

EIV System, Access Authorization Form, and User Manuals:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/rhiip/uivsystem

Webcasts Archives:

<https://www.hud.gov/press/multimedia>

Follow the videos/archived webcasts link. **Report**

Fraud, Waste & Abuse to HUD OIG:

<https://www.hudoig.gov/report-fraud>

XIX. PIH notices: https://www.hud.gov/program_offices/public_indian_housing/publications/notices

25. Paperwork Reduction: The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB under the Paperwork Reduction Act of 1995 (44 USC §3501 et seq.) and assigned OMB control number(s) 2577-0083 and 2577-0266. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number

26. For inquiries about this notice contact: The designated EIV Coordinator in the local HUD field office or Rochelle Katz of HUD Headquarters' Office of Public and Indian Housing at 202-475-4967, or via email at: rochelle.katz@hud.gov

_____/s/
Dominique Blom
General Deputy Assistant Secretary for Public and
Indian Housing

VAWA POLICY

REVISED DECEMBER 16, 2016

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. Applicants/Tenants can fill out and sign a HUD-approved certification form, to show that he/she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and that he/she wishes to use their rights under VAWA.

Protections for Applicants - If an applicant otherwise qualifies for assistance under Youngstown Metropolitan Housing Authority, the applicant cannot be denied admission or denied assistance because of being or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants - If a tenant is receiving assistance under YMHA, they may not be denied assistance, terminated from participation, or be evicted from rental housing because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if the tenant or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the tenant may not be denied rental assistance or occupancy rights under YMHA solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in the household.

Removing the Abuser or Perpetrator from the Household – YMHA may divide (bifurcate) a lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If

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

In removing the abuser or perpetrator from the household, YMHA must follow Federal, State, and local eviction procedures. In order to divide a lease, YMHA may ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit - YMHA may permit a tenant to move to another unit, subject to the availability of other units, and still keep assistance. In order to approve a request, YMHA may ask for documentation that the request to move is because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, YMHA may ask for a written request or fill out a form certifying the criteria for an emergency transfer under VAWA. The criteria are:

- (1) A victim of domestic violence, dating violence, sexual assault, or stalking. If YMHA does not already have documentation of domestic violence, dating violence, sexual assault, or stalking, YMHA may ask for such documentation.
- (2) The request the emergency transfer on an approved YMHA form.
- (3) Reasonably believe a threat with imminent harm from further violence if remaining in the current unit or a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before the request for a transfer. A victim of sexual assault, then in addition to qualifying for an emergency transfer because it is reasonable to believe threat with imminent harm from further violence if remaining in the unit, may qualify for an emergency transfer if the sexual assault occurred on the premises of the property included in the transfer, and that assault happened within the 90-calendar-day period before the request for the transfer.

YMHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. YMHA's emergency transfer plan provides further information on emergency transfers, and YMHA must make a copy of its emergency transfer plan available to tenants.

Documenting - Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking – YMHA can ask for documentation to “certify” that someone is a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from YMHA must be in writing, and YMHA must give tenants 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day the request is received to provide the documentation. YMHA may extend the deadline for the submission of documentation upon request.

Below is acceptable documentation. It is the tenant's choice which of the following to submit if YMHA asks for documentation that shows a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form 5382 that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form includes the name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A signed statement along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from where assistance was sought in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by attesting under penalty of perjury

that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that YMHA has agreed to accept.

YMHA does not have to provide protections under VAWA if documents are not received within the 14 business days.

If YMHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), YMHA has the right to request that third-party documentation be provided within thirty 30 calendar days in order to resolve the conflict. YMHA does not have to provide protections under VAWA if failure or refusal to provide third-party documentation where there is conflicting evidence is not submitted.

Confidentiality – YMHA must keep confidential any information provided related to the exercise of rights under VAWA, including the fact that rights were even exercised under VAWA.

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

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

- Written permission to YMHA to release the information on a time limited basis.
- YMHA needs to use the information in an eviction or termination proceeding, such as to evict the abuser or perpetrator or terminate the abuser or perpetrator from assistance under this program.
- A law requires YMHA or the landlord to release the information.

VAWA does not limit YMHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated – Eviction and assistance termination for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking. However, YMHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections might not apply, and eviction and assistance termination, if YMHA can demonstrate that not evicting or terminating assistance would present a real physical danger that:

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

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

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **PH, HCV, Section 8 New Construction** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

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

A. _____

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under **PH, HCV, Section 8 New Construction**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **PH, HCV, Section 8 New Construction**, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

Removing the Abuser or Perpetrator from the Household

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

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

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

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

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

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

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

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

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

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

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

“professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that HP has agreed to accept.

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

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

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

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

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

- You give written permission to HP to release the information on a time limited basis.

- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

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

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

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

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

Other Laws

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

victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **your management office or HCV office or HUD Cleveland Field Office.**

For Additional Information

You may view a copy of HUD’s final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **your management office or HCV office.**

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

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

For help regarding sexual assault, you may contact **your local police department.**

Victims of stalking seeking help may contact **your local police department.**

Attachment: Certification form HUD-5382

I certify that I have received a copy of HUD-5380

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

- 1. Date the written request is received by victim: _____
- 2. Name of victim: _____
- 3. Your name (if different from victim's): _____
- 4. Name(s) of other family member(s) listed on the lease: _____

- 5. Residence of victim: _____
- 6. Name of the accused perpetrator (if known and can be safely disclosed): _____
- 7. Relationship of the accused perpetrator to the victim: _____
- 8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

I have received a copy of HUD Form 5382.

Signature _____ **Date** _____

Signature _____ **Date** _____

SMOKE FREE POLICY

The Department of Housing and Urban Development (HUD) is requiring Public Housing Authorities to adopt smoke-free policies in order to reduce the public health risks associated with tobacco use. (See PIH NOTICE: PIH-2012-25 Smoke Free Policies in Public Housing and the final rule on instituting smoke-free public housing dated December 5, 2016).

It is the intent of the Youngstown Metropolitan Housing Authority to provide healthy and safe living environments for residents while offering the same in the form of work settings for its employees. Therefore, effective July 30, 2018, all current residents, employees, guests, and all new residents of the YMHA will be prohibited from smoking inside the buildings including the housing units and within any common areas of any Public Housing facility.

Facilities include but are not limited to:

- ALL Interior common areas
- Balconies, porches, and attached structures if they are part of the building
- Outdoor areas within 25 feet of the housing or building (restricted areas)

Smoking is permitted in personal vehicles, provided the vehicle is a minimum of 25 feet from the building.

There are designated smoking areas on the grounds in order to accommodate residents who smoke.

Prohibited products are defined as but not limited to:

- Tobacco products – items that involve the ignition and burning of tobacco leaves
- All lit tobacco products (e.g., cigarettes, pipes, cigars, etc.)
- Water pipe tobacco smoking (i.e., hookahs)
- All legal and illegal ignited substances inclusive of marijuana, and other controlled substances.

Lease Provisions

This means that no smoking of tobacco or other products will be allowed on YMHA designated public housing property. YMHA will allow the electronic nicotine delivery systems (ENDS) to be smoked within the individual's dwelling unit.

The lease will require the following provisions:

To assure that no tenant, member of the tenant's household, or guest engages in:

Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that YMHA has designated as smoke-free.

To assure that no other person under the tenant's control engages in:

Civil activity. For any units covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the YMHA has designated as smoke-free.

Policy and Applicability

This policy applies to any and all persons entering YMHA properties including YMHA residents, their guests and visitors, contractors, and YMHA employees.

It will be enforced progressively as follows:

- 1st Violation – Written warning; Copy of Smoke-Free Policy;
- 2nd Violation – Written warning #2; Referral to cessation services;
- 3rd Violation – Written warning #3; Private Conference with Manager; Referral to cessation services; \$10 Fine;
- 4th Violation – Final writing warning; Private conference with manager noting that further violations could constitute legal action; \$25 fine;
- Eviction – If YMHA receives more than four validated infractions, eviction proceedings may begin. This process includes an informal meeting, formal hearing, and court.

Should no further violation occur within the same rolling calendar year between the first and second violation, the progressive violation clock will be reset. The Housing Authority will use termination as the last means of resort, in accordance with HUD requirements.

YMHA will post “No Smoking” signs at entrances and exits of administrative, office and multi-family buildings; in common areas; and other practical places to facilitate enforcement and compliance with this policy.

All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for residents will include the non-smoking policy.

All employees will be given a copy of the smoking policy. After review, the employee will be required ~~to~~ sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the employee's personnel file.

Although YMHA prohibits smoking as noted above, there is no warranty or guarantee of any kind that units, grounds, office areas or common areas will be totally smoke free.

Enforcement of YMHA's no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.

RESIDENT RESPONSIBILITY

1. Inform his/her household members and guests of Policy and ensure compliance.
2. Prohibit smoking by his/her household members or guests while on the premises.
3. Failure to comply or upon repeated violations to this policy and the lease provisions will be cause for lease enforcement action up to and including termination of resident lease agreement.

EMPLOYEES RESPONSIBILITES

1. It is the responsibility of every employee to be aware of YMHA's No Smoking Policy and assist YMHA in the enforcement of the policy.
2. Employees will prohibit smoking by anyone while on the premises that would violate this Policy.

Failure to comply or upon repeated violations to this policy will be cause for disciplinary action up to and including termination of employment.

Resources and program may include: the National Network of Tobacco Cessation Quitlines, 1- 800-QUIT-NOW (1-800-784-8669) which connects users directly to their State quitline; the National Cancer Institute's website www.smokefree.gov which provides tips on quitting tobacco use; the National Cancer Institute counselors who can be accessed by calling the toll-free number 1-877-44U-QUIT (1-877-448-7848). Hearing or speech-challenged individuals may access these numbers through TTY by calling the toll-free Federal Relay Service at 1-800-877- 8339; and the American Lung Association's Web page on State Tobacco Cessation Coverage www.lungusa2.org/cessation2 [which](#) provides information on cessation insurance programs.

Lease Addendum:

All terms and provisions appearing in Y M H A No Smoking Policy adopted July 30, 2018 _____ (the Policy) are specifically made part of the Dwelling Lease in force at Public Housing Properties and are hereby agreed to by both parties.

This provision applies to any and all persons entering a Housing Authority non-smoking property under tenant's control including tenants and their guests and visitors, contractors, and employees.

12. Except for ENDS, smoking is not permitted in individual units. Smoking including ENDS will not be permitted in the common spaces of a designated Housing Authority community or facility of any type after the effective date of the Policy. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, water pipe, or any other lighted smoking equipment or tobacco product or other substance controlled or uncontrolled.
13. This policy covers all YMHA Public Housing properties, grounds and buildings, including, but not limited to park areas, parking lots, playground areas, vehicles, common areas, elevators, stairs, hallways, and resident units, both new and existing.
14. This policy applies to any and all persons entering the YMHA Public Housing properties including YMHA residents, their guests and visitors, contractors, and YMHA employees.
15. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single-family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, porches, and unit entryway areas.
16. "Common spaces" are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carports, playgrounds, lands within the developments, lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person.
17. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom are also responsible for compliance.
18. The Housing Authority will post "No Smoking" or similar signs at entrances and exits of administrative, office and multi-family buildings, in common areas, and other practical places to facilitate enforcement and compliance with this policy.
19. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for new residents will include the non-smoking policy.

20. Although YMHA prohibits smoking as noted above, there is no warranty or guarantee of any kind that units, grounds, office areas or common areas will be totally smoke free. Enforcement of YMHA's no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.
21. Residents may not smoke in any unit. Residents must not allow anyone not on their lease to smoke in their unit at any time including guests and other residents.
22. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Charges to the tenant for each violation of the policy that occurs inside a building/unit/apartment may be incurred to make necessary maintenance to the unit.

RESIDENT RESPONSIBILITY

6. It will be the resident's responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance.
7. The resident will prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.
8. Failure to comply or upon repeated violations to this addendum will be cause for lease enforcement action up to and including termination of resident lease agreement.
9. If a resident smells tobacco or other substance smoke or smoking in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.
10. For the health and safety of the Housing Authority employees and their representatives, no resident will have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative will vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the unit/apartment.

Note: This policy is an agreement between the head of household (spouse and all other parties to the Lease) and Youngstown Metropolitan Housing Authority and must be signed as an addendum to the Lease.

I have read the No Smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of

the violation will be cause for termination of my Lease. I have received a copy of this policy.

RESIDENT

HOUSING AUTHORITY

Head of Household (Signature) Date

Manager (Signature) Date

Spouse or Other Adult Member Date

Management Office

Other Adult Member (2) Date

Street Address Zip Code

Unit Address: _____

Phone

REASONABLE ACCOMMODATIONS FOR APPLICANTS WITH DISABILITIES

The Youngstown Metropolitan Housing Authority (YMHA) is a public agency that provides low rent housing to eligible families including families with children, elderly families, disabled families, and single people. YMHA is not permitted to discriminate against applicants on the basis of their race, religion, sex, color, national origin, age, disability or familial status. In addition, YMHA has a legal obligation to provide “reasonable accommodations” to applicants if they or any family members have a disability. A reasonable accommodation is a structural change YMHA can make to its units or common areas, or a modification of a rule, policy, procedure, or service, that will assist an otherwise eligible applicant or resident with a disability to make effective use of YMHA’s programs. Examples of reasonable accommodation would include:

- Making alterations to a public housing unit so it could be used by a family member with a wheelchair;
- Adding or altering unit features so they may be used by a family member with a disability;
- Installing strobe type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Permitting a family to have a large dog to assist a family member with a disability in a public housing family development where the size of dogs is usually limited;
- Making large type documents, Braille documents, cassettes or a reader available to an applicant with a vision impairment during the application process;
- Making a sign language interpreter available to an applicant with a hearing impairment during the interview or meetings with PHA staff;
- Permitting an outside agency or individual to assist an applicant with a disability to meet YMHA’s applicant screening criteria.

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able to pay rent, to care for their apartment, to report required information to YMHA, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time in the application process or at any time you need an accommodation. This is up to you. If you would prefer not to discuss your situation with YMHA, that is your right.



SPECIAL UNIT REQUIREMENT(S) QUESTIONNAIRE

This questionnaire is to be administered to every applicant for public housing at the Youngstown Metropolitan Housing Authority (YMHA). It is used to determine whether an applicant family needs special features in their housing unit. The need for special adaptations must be verified in order to assure that the limited number of units with special features go to families that actually need the features.

Applicant Name: _____

Interview Conducted By: _____ Date: _____

1. Will you, or any member of your family require any of the following:

- | | |
|--|--|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Vision-Impaired |
| <input type="checkbox"/> A barrier-free apartment | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> One-level unit | <input type="checkbox"/> Bedroom & Bath on 1 st floor |
| <input type="checkbox"/> Other modifications to unit | <input type="checkbox"/> Extra Bedroom |
| <input type="checkbox"/> Live In Attendant | |

2. Can you and all family members use the stairs unassisted? Yes No

If No, please indicate how YMHA should accommodate your family: _____

3. Will you or any of your members need a live-in aide to assist you? Yes No

If Yes, please explain: _____

4. If you checked any of the above listed categories of units, please explain exactly what you need to accommodate your situation. Attached additional sheets if needed.

5. What is the name of the family member needing the features identified above?

Whom should we contact to verify your need for a special apartment?

Name: _____

Address: _____

Phone: _____

Applicant Signature

Date



VERIFICATION OF NEED FOR UNIT WITH SPECIAL FEATURES

Name: _____ Date: _____

Address: _____

Applicant's Name: _____

Dear Sir/Madam:

The above-named person is applying for admission to public housing and has expressed a need for either a unit with the special features, or a live-in aide. The applicant has named you as a person who can verify the need for the features/aide. Indicate whether, in your professional judgment, the applicant needs the above features in an apartment, or need the services of a live-in-attendant as a reasonable accommodation to a disability. If you have any questions, please call at 330-744-2161

Ext. _____. Your prompt return of this form in the attached stamped, self-addressed envelope would expedite processing.

Sincerely, _____

1. Name of family member with special housing need: _____

2. Nature of need(s):

Special Unit:

A separate bedroom

Unit for Vision-Impaired

A barrier-free apartment

Unit for Hearing-Impaired

One-level unit

Bedroom & Bath on 1st floor

Other modifications to unit

Extra Bedroom

Live In Attendant

Verification and explanation of need(s): Please do not provide any information about the nature or extent of the disability. Simply indicate whether, in your professional opinion, the person needs the feature in the apartment.

Does the person meet the Fair Housing Act's definition of disabled? _____

Is the disability and the need for the accommodation related? _____

Is the requested accommodation needed because of the disability? _____

Name of person providing verification: _____

Name of Agency: _____

Agency Address: _____

Phone Number: _____ Date: _____

Signature

I, _____ hereby authorize the release of the requested information.

Signature of Applicant

Date



APPENDIX U

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

EFFECTIVE COMMUNICATION POLICY

July 2018

The Youngstown Metropolitan Housing Authority (YMHA), in administering all public and assisted housing programs, is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, YMHA employees, agents, contractors and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by YMHA. Services to clients with Limited English Proficiency (LEP) will be provided consistent with YMHA's LEP Plan. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

A. AUXILIARY AIDS AND SERVICES

Auxiliary aids are services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities conducted by YMHA. For example, auxiliary aids useful for persons with impaired vision include readers, Braille materials, audio recordings, telecommunications devices and other similar services and devices. Auxiliary aids useful for persons with impaired hearing include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), qualified sign language interpreters, note takers, written materials, and other similar services and devices.

B. REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, the Authority will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the YMHA at least one week prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than one week prior to the date the service is needed, YMHA will take reasonable steps to secure the auxiliary aid or service. YMHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that YMHA will honor the choice, unless it can show that another equally effective means of communication is available or that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his or her request for auxiliary aids or services to YMHA's Designee for Section 504/ADA coordination at the address listed below. All requests shall be dated and time-stamped upon receipt.



Section 504/ADA Coordinator
Youngstown Metropolitan Housing Authority

If a person with a disability has an impairment that impedes him or her from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary. All requests must include the person's name, address, and phone number.

Upon receipt of the request, YMHA's Designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the YMHA Designee will ascertain whether an alternative means of communication will ensure effective communication. Within seven (7) business days of the receipt of the request, YMHA Designee will provide the requesting individual with the written notification of the proposed auxiliary aid or service to be provided. If the client or resident needs to reschedule the meeting, a request must be submitted at least three (3) business days prior to the meeting.

Upon disposition, YMHA Designee will maintain copies of all requests for effective communication and the Authority's response, including final disposition, for the duration of three years from the date of disposition.

C. PROCEDURES

D. Notice to Applicants

As part of the application process, a notice will be posted for applicants to contact YMHA Designee if auxiliary aids or services are needed. This notice will also be posted prominently in YMHA's intake and application offices as well as all site offices.

E. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to YMHA's Property Manager or YMHA's HCVP Housing Specialist who will forward the request(s) to YMHA's Designee within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by YMHA's Designee at least one week prior to the date the service is needed.

F. Youngstown Metropolitan Housing Authority Notices and Correspondence

All YMHA letterhead will contain the TDD telephone number. Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the YMHA Designee must receive their requests more than one week prior to the event.

G. Requests from the Public

Requests from members of the public who wish to participate in YMHA programs, services and or activities shall submit their requests for auxiliary aids and services to YMHA's Designee.

They must make their requests and YMHA's designee must receive the requests more than one week prior to the event.

H. GRIEVANCE PROCEDURES

If the requesting individual with a disability is not satisfied with YMHA's response to the individual's request for an auxiliary aid or service, the individual may file an appeal and request an informal hearing within 14 days of YMHA's response.

The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in YMHA files. In addition, the Authority shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. The informal hearing shall be conducted by an impartial hearing officer. Within fourteen (14) days of the informal hearing, the hearing officer shall render a decision and provide a copy to all parties.

APPENDIX V

NONDISCRIMINATION POLICY

It is the policy of the Youngstown Metropolitan Housing Authority (“YMHA”) to comply with Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that units are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, the YMHA and all its agents and employees with the responsibility for renting, managing or administering any YMHA programs must not discriminate against qualified applicants or residents because of race, color, or disability. This policy specifically includes the issuance of housing vouchers.

YMHA agents and employees may not:

- A. Refuse to rent a dwelling, fail to provide or offer information about a dwelling, or otherwise make unavailable or deny, a dwelling to any person because of race, color or disability;
- B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, or disability;
- C. Refuse to make reasonable accommodations in their rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling

Any YMHA agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service to, treatment of, or behavior toward applicants or residents on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws.

Any resident who believes that any of the above policies have been violated by any agent or employee of the YMHA may contact:

U.S. Department of Housing and Urban Development at 1-888-799-2085,

U.S. Department of Justice at 1-800-896-7743, or

United States Attorney's Office at 216-622-3600

C. _____

D.

-
- iii 24 CFR § 966.4 (p)
 - iv 24 CFR § 966.4 (c)(3)
 - v 24 CFR § 966.4 (o)
 - vi 24 CFR § 966.4 (i)
 - vii 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
 - viii 24 CFR § 966.4 (f)(3) & (c)(2)
 - ix 24 CFR § 966.4 (f)(3)
 - x 24 CFR § 966.4 (f)(2)