

All notices and communications will be provided in a manner appropriate for persons with hearing, visual or other disabilities.

If the Housing Authority discovers through an annual or interim exam that the family's adjusted income falls below the over-income limit, the two year period starts over again if the family exceeds the limit in the future.

The Housing Authority will follow the requirement to submit an annual report on the number of over-income families and the number of families on the public housing waiting lists when HUD makes the requirement effective through a separate PIH notice.

Exempted from this regulation are families with a valid Family Self-Sufficiency (FSS) contract, or families where at least one family member is receiving the Earned Income Disregard benefit.

The Superior Housing Authority has chosen to implement option one where an over income family will be required to pay the current FMR for their unit size.

## **16.0 UNIT TRANSFERS**

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

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Superior Housing Authority's deconcentration goal, if appropriate.
- F. To assist residents, lawful occupants, or affiliated individuals who are victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking according to VAWA.
- G. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### **16.2 CATEGORIES OF TRANSFERS**

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members or where a family member, lawful occupant, or affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking to family members or affiliated individuals. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. All emergency transfers shall be completed as soon as practical.

The Superior Housing Authority has a specific VAWA Emergency Transfer Policy that is incorporated by reference into this ACOP and will govern all transfers requested under VAWA..

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

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

Category D: Personal Transfers: These are transfers desired by a resident at the whim of the resident. A housekeeping inspection must be passed before a personal transfer will be granted. If a personal transfer is granted, the resident shall pay a fee equal to \$50 plus the average projected actual cost incurred by the Superior Housing Authority for readying a unit.

### **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

When the transfer is a result of an action protected under VAWA, the documentation required under the VAWA Emergency Transfer shall be required.

### **16.4 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category

by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B, category B will be housed ahead of category C, and category C will be housed ahead of category D.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be allowed two (2) business days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

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

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

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

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);

- B. When the transfer is made under VAWA;
- C. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller; or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities;
- B. When action or inaction by the Superior Housing Authority has caused the unit to be unsafe or inhabitable; or
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit).

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

## **16.6 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family for non-medical or emergency reason, it will not be approved unless the family is in good standing with the Superior Housing Authority or a VAWA victim and has resided in its unit for at least twelve months. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. Transfers will only be allowed once in a two year period.

## **16.7 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Superior Housing Authority will request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Superior Housing Authority will review the request in a timely manner and it shall contact the tenant within ten (10) business days of receipt of the request.

The Superior Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

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

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

If the transfer is requested under VAWA, the provisions of VAWA shall apply.

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

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

### **17.0 INSPECTIONS**

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

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

The Superior Housing Authority and an adult member of the family will inspect the unit at move-in. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

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

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

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

This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.