



SUPERIOR HOUSING AUTHORITY

**TENANT SELECTION PLAN
AND PBRA OCCUPANCY
POLICIES**

FOR

BAYVIEW APARTMENTS

**PROJECT-BASED RENTAL ASSISTANCE (PBRA) and LOW-INCOME
HOUSING TAX CREDIT (LIHTC) PROPERTIES
(Multifamily Housing)**



BAYVIEW APARTMENTS TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES

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TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES

1. INTRODUCTION

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, notice requirements, as well as continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

This Tenant Selection Plan applies to the SHA's former public housing units that were included in the SHA's RAD conversion in 2023 and the addition of (LIHTC). The locations this Plan applies to is Bayview Rehabilitation, LLC

2. NON-DISCRIMINATION AND ACCESSIBILITY

It is the policy of the Superior Housing Authority (SHA) to fully comply with all Federal, State, and local nondiscrimination laws, including, although not necessarily limited to, the Americans with Disabilities Act; Title VI of the Civil Rights Act of 1964; Executive Order 11063; Section 504 of the Rehabilitation Act of 1973; the Fair Housing Act; and any state and local ordinances, as well any legislation which may subsequently be enacted that is intended to protect the individual rights of residents, applicants, or staff. In addition, the SHA will provide housing on an equal opportunity basis. Therefore, SHA will make housing available without regard to an applicant's actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR part 5

Pursuant to the Fair Housing Act (the "FHA"), the SHA will not discriminate in housing and/or housing-related transactions based on race, color, religion, national origin, sex, familial status, or disability. Nor will the SHA discriminate on any other class protected by State or local fair housing law.

As required by Section 504, no otherwise qualified individual with disabilities will, solely because of the individual's disability, be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

In accordance with the Americans with Disabilities Act (ADA), the FHA and Section 504, SHA will make changes in rules, policies, practices or services which may be necessary to afford a disabled individual an equal opportunity to use and enjoy his or her dwelling and/or the common areas, or to enable a disabled individual to participate in or have access to other activities conducted or sponsored by SHA. SHA will also, in appropriate circumstances, make reasonable modifications to the premises if such modifications are necessary to afford a disabled individual full enjoyment of the premises. Such reasonable accommodation or reasonable modification will be provided for disabled persons unless it would result in a fundamental alteration in the nature of the program or activity or an undue financial and administrative burden. Persons requesting a reasonable accommodation/modification must complete the process as outlined in the SHA's Reasonable Accommodation Policy.

Because disabilities are not always apparent, the SHA will inform all applicants/residents of the opportunity to request reasonable accommodation. All decisions granting or denying requests for reasonable accommodation will be in writing.

The SHA will make every reasonable effort to provide handicap accessible units to families with individuals who have physical disabilities and require such units.

The SHA will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their ob-

ligation to ensure that such discrimination does not take place. In accordance with HUD's guidance, SHA will take reasonable steps to ensure that persons with LEP have meaningful access and an equal opportunity to participate in the housing activities and programs provided by SHA.

The Language Access Plan, which has been developed in accordance with HUD guidance, and which will be available for review upon request, will provide information regarding the ways in which language assistance will be provided to those individuals who need such assistance. To assist the SHA in identifying what language an LEP person speaks, the SHA will display HUD's language identification, or "I Speak," cards, which will allow LEP persons to self-identify their specific language needs. In addition, the SHA will post signs and notices in commonly encountered languages to notify LEP persons that language assistance is available at no charge.

3. TAKING APPLICATIONS

Families wishing to apply for the SHA's Multifamily RAD/Project-Based Rental Assistance (PBRA) program will be required to complete a pre-application for housing assistance. All PBRA properties will use one wait list. Applications will be accepted in person or can be dropped off in the secured drop box at the address below, or FAX to 715-394-3512, or email at info@superiorhousing.org, or mail to:

1219 North Eight Street
Superior, WI 54880

Pre-applications are taken to compile waiting lists for all sizes of rental units (by number of bedrooms). The pre-application will require name(s) of all household members, mailing address, and preference(s) if any. The SHA will open and close the waiting lists as needed to maintain an adequate supply of applicants.

When a family is near the top of the waiting list, the SHA will require the applicant to complete a full application in order to determine economic and non-economic eligibility for tenancy. The eligibility determination will require verification of income, assets, housing history, and criminal history for all adults. An application will be considered complete when all data and information necessary for the SHA to determine the family's eligibility, including all verifications and supporting documentation, are received. All documentation relating to eligibility will be made a part of the applicant's record.

The full application constitutes the basic record for each family applying for SHA admission. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by the SHA as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (6) where applicable, the date a vacant unit was offered to the applicant, the date of the applicant's rejection of the offer, reason for rejecting the unit, and identification of the property offered.

Persons with disabilities who require reasonable accommodation in completing an application may contact the SHA to make special arrangements.

The applicant may at any time report changes in their applicant status in writing, including changes in family composition, income, or preference factors (if applicable). The SHA will note the applicant's file and will update their place on the waiting list based on reported changes.

A family may file an application for more than one of the SHA's housing programs without affecting their status on any of the waiting lists.

4. ELIGIBILITY FOR ADMISSION

There are six basic eligibility requirements for admission to the SHA's Multifamily RAD/PBRA program. The applicant must: 1) qualify as a family; 2) have an income within the applicable income limits; 3) meet citizenship/eligible immigrant

criteria; 4) disclose Social Security numbers (where applicable) and provide documentation; 5) sign consent and verification forms; 6) suitability.

A. Family

I. Family Definition

“Family” includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, as outlined in 24 CFR § 5.403:

- 1) A family with or without children.
 - a) Children temporarily absent from the home due to placement in foster care are considered family members.
 - b) Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size and income limits.
- 2) An elderly family is a family whose head, spouse, co-head or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
- 3) A disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
- 4) A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 5) A remaining member of a tenant family provided they meet all other eligibility requirements.
- 6) A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.

II. Admission of Students

Management must determine a student’s eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

For the PBRA program:

Assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution)

is included in annual income, except if the student is over the age of 23 with dependent children or is living with his or her parents who are receiving assistance.

To align with HUD guidance, the SHA will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

Definition of an Independent Student: An individual who is:

- 24 years of age or older by December 31st of the award year.
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older.
- Emancipated minor.
- Veteran of the U.S. Armed Forces or is currently on active duty.
- Graduate or professional student.
- Married.
- Has legal dependents other than a spouse.
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances.
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
 - Local education agency's official homeless liaison.
 - Director of a program funded under the Runaway and Homeless Youth Act.
 - Director of a program funded under subtitle V of the IV of the McKinney- Vento Homeless Assistance Act (emergency shelter grants).
 - Financial aid administrator.

Definition of a "Vulnerable Youth" is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court.
- An emancipated minor or in legal guardianship.
- Homeless or at risk of homelessness and is self-supporting.

For the LIHTC program:

Households consisting of full or part-time students must meet the following criteria to qualify as it pertains to the Low-Income Housing Tax Credit program.

- 1) In general, units are not eligible to be occupied entirely by full-time students, as defined by LIHTC Section 42 Tax Credits. (Students include those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade, or mechanical schools, but does not include those attending on-the-job training courses. Attendance is defined as being a student for five months or more out the current and / or upcoming calendar year {months need not be consecutive}).
- 2) If the household is entirely occupied by full-time students, then one (1) of the following criteria must be met. Verification will be required.
 - a) Students are married and entitled to file a joint tax return.
 - b) At least one (1) student is a single parent with child(ren) and this parent is not a dependent of someone else, and the child (ren) is/are not dependent(s) of someone other than a parent.
 - c) At least one (1) student is receiving Temporary Assistance to Needy Families (TANF).
 - d) At least one (1) student participates in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act or other similar federal, state, or local laws.
 - e) At least one (1) student was previously under foster care within 5 years of the effective date of initial occupancy.

B. Income Eligibility

Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits are made part of this plan by reference. Currently the limit is set at low-income level, which is at or below 60% Area Median Income (AMI) for the Douglas County Fair Market Rent Area.

C. Citizenship Requirements

By law, assistance in subsidized housing is restricted to the following:

- 1) U.S. citizens or nationals; and
- 2) Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, at admission must declare their citizenship or immigration status. U.S. citizens must sign a declaration of citizenship.

Noncitizens (except those aged 62 and older) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD- approved DHS documents verifying their immigration status or sign a declaration that they do not claim to have eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

The SHA will utilize the Multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. The SHA will follow all Section 214 regulations in providing applicants with due process if the applicant appeals the SAVE System results.

Note: The SHA will not delay a family's assistance if the family submitted its immigration documentation in a timely manner, but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, the SHA will offer the family a unit. However, the SHA will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be prorated.

A mixed family is a family with one or more ineligible family members and one or more eligible family members. A mixed family may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for pro-rated assistance in accordance with HUD regulations. (24 CFR Part 5)

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

D. Social Security Number Requirements

All household members (including foster children and live-in aides), regardless of age, must disclose their complete and accurate Social Security Number (SSN) and provide acceptable documentation to verify such SSN. If an individual that is required to disclose SSN does not have an SSN, they must apply to SSA for a SSN using SSA form SS-5.

Exception: Those individuals who do not contend eligible immigration status or tenants who were aged 62 or older as of January 31, 2010, and whose initial determination of eligibility was begun before January 31, 2010.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

The applicant who has not disclosed and provided verification of SSNs for all household members may retain their position on the waiting list for 90 days. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible. If a child under the age of 6 is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

E. Consent and Verification Forms

Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD-9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance.

The release forms must be signed at initial certification and each annual recertification. All adult members regardless of whether they report income must sign and date these forms annually.

In addition, all adult members of an applicant or resident family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors, e.g., disability status, criminal history.

If the applicant or resident, or any adult member of the household does not sign and submit the consent forms as required, the SHA must deny assistance and admission to the entire family. For current residents, the assistance will be terminated, and the family charged market rent.

F. Suitability

Once program eligibility has been determined based on the criteria set forth above, applicants will be evaluated to determine their suitability utilizing the screening criteria set forth below. In short, applicants must demonstrate through an assessment of current and past behavior the ability:

- 1) To pay rent and other financial obligations as required by the lease in a timely manner.
- 2) To keep the unit in a decent, safe, and sanitary manner.
- 3) To avoid damaging the unit and common areas.
- 4) To use facilities, appliances, and equipment in a reasonable way.
- 5) To create no health or safety hazards, and to report maintenance needs in a timely manner.
- 6) Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others.
- 7) Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity.
- 8) Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing.
- 9) Not subject to sex offender registration requirement.
- 10) To comply with necessary and reasonable rules and program requirements of HUD and the SHA.
- 11) To comply with local health and safety codes.
- 12) Applicants and/or members of the applicant's household must not supply false, inaccurate or incomplete information on any application for housing assistance programs. Such misrepresentations of information on an application will result in the denial of the application.

G. Screening

- 1) Applicant families will be evaluated to determine whether, based on their past behavior, the applicant can reasonably be expected to comply with the PBRA lease. The SHA will look at past conduct as an indicator of future conduct. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- 2) The SHA will consider objective and relevant aspects of the applicant's background to help assess an applicant's suitability. Such information may include, although may not necessarily be limited to the following:
 - a) History of meeting financial obligations, especially rent and any utility payments.
 - b) Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants.

- c) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property.
- d) History of disturbing neighbors or destruction of property.
- e) Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
- f) History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the SHA will consider all of the circumstances relevant to the particular admission decision.

- 3) The SHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The SHA will verify the information provided. Such verification may include but may not be limited to the following:
 - a) A rental/residency history check for the past two years of all adult family members.
 - b) If less than two years of rental history than credit history for those adult members who do not have.
 - c) A criminal background check on all adult household members, including live-in aides, at no cost to the applicant. This check will be made through State or local law enforcement, 3rd Party screening or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the SHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the SHA; and
 - d) A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to PBRA program. The SHA will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. The SHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs. All applicants that are denied housing will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the Notice.

H. Grounds for Denial

The SHA is not required or obligated to admit families where the applicant or members of the applicant's household:

- 1) Do not meet any one or more of the eligibility criteria.
- 2) Do not supply information or documentation required by the application process.
- 3) Have failed to respond to a written request for information or a request to declare their continued interest in the program.
- 4) Have a history of not meeting financial obligations, especially rent.
- 5) Are unable to place all required utilities in their name.
- 6) Do not have the ability to maintain) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.
- 7) Have a history of disturbing neighbors or destruction of property.
- 8) Currently owe rent or other housing related amounts.

- 9) Were evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three-year limit is based on the date of such eviction, not the date the crime was committed.
 - a) However, the SHA may admit the household if the SHA determines:
 - i) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the SHA or
 - ii) The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- 10) Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current; currently engaging is defined as, having engaged in illegal use, possession, or sale in the last 6 months; this will exclude any City/County Ordinance Violations and Petty Misdemeanors.
- 11) The SHA determines that it 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 peaceful enjoyment of the premises by other residents.
- 12) The SHA determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

With respect to criminal activity described in paragraphs 9, 10, 11, and 12 of this Section, SHA may require an applicant to exclude a household member in order to be admitted to the program where that household member has participated in or been culpable for actions described in paragraphs 9, 10, 11 and 12 that warrants denial.

- 13) Have engaged in or threatened abusive or violent behavior towards any SHA staff member or resident.
- 14) The SHA may decline an application for assistance if the applicant owes a debt to any court, governmental agency, or governmental subdivision. This includes fines, forfeitures, fees, costs, penalties, damages, restitution, overdue taxes, or any other debt including interest. In deciding whether to accept or decline the applicant for this reason, the SHA may take into account circumstances leading to the debt, as well as all other information contained in the applicant's file.
- 15) Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- 16) Receives a poor rental reference for a prior or current landlord.
- 17) Applicants and/or members of the applicant’s household must not supply false, inaccurate, or incomplete information on any application for Federal housing assistance programs, PBRA and Section 8. Such misrepresentations of information on an application will result in the denial of the application.
- 18) Any applicant with a history of drug-related and/or criminal activity, which includes, but is not limited to, the use, attempted use or threatened use of physical violence or force against another person or property and/or a record of other acts which would adversely affect the health, safety or welfare of other residents, SHA staff, the physical environment of the complexes or the financial stability of the SHA shall be denied admission as stated below:
 - a) Any applicant with criminal activity involving, but not limited to:
 - i. Any criminal activity, excluding traffic, shall be denied for three (3) years from the end of the consequences, unless stated below.
 - ii. Any criminal activity involving drugs or violence shall be denied for five (5) years from the end of the consequences.
 - iii. Any sexual assault of any type (other than crimes covered under iv of this Section) and/or any reckless criminal act that resulted in the death and/or great bodily harm of another person and/or any reckless act in which a member of the applicant family attempted to take the life of another person, shall be denied admission until such time that five (5) years of no further arrests or convictions (other than for traffic violations) have passed from the expiration of probation and/or the date of convictions or date of activity (whichever is greater).

- iv. Any member of the applicant family who is lifetime registration sex offender shall be denied permanently.

The SHA will deny admission to the property to applicants where the SHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug- related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the SHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The SHA will consider the use of a controlled substance or alcohol to be a pattern if there are more than three incidents during the previous 12 months.

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the SHA will consider any mitigating factors such as:

- a) Age at the time of conviction;
- b) Amount of time that has elapsed since the conviction;
- c) Total number of convictions;
- d) Post-conviction supervision activities;
- e) Successful completion of qualified drug and/or alcohol treatment programs;
- f) Successful completion of job training, life skills, and/or education program(s), including programs intended to assist criminal offenders with reintegration into society;
- g) The applicant or family member's record of conduct since conviction; and
- h) Personal references.

Being a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission if the applicant otherwise qualifies for assistance or admission. The SHA will require verification in all cases where an applicant claims protection against an action proposed to be taken by the SHA involving such an individual. Types of acceptable verifications are outlined in VAWA attachment.

19) **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a PBRA development, in a Section 8 assisted property, or on the premises of other federally assisted housing.

20) **Denied for Life:** Has a lifetime registration under a State, sex offender registration program.

21) **“New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.”**

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the SHA may consider whether such household member:

- a) Has successfully completed a supervised drug or alcohol rehabilitation program; or
- b) Has otherwise been successfully rehabilitated.

For this purpose, SHA will require the applicant to submit evidence of the household member's successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

For denying an admission based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the SHA denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity but is not itself evidence on which to base a determination. The SHA 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.

The SHA must have evidence of a violation before taking action. Criminal and drug-related activity does not require conviction. Criminal and drug-related activity includes arrests, convictions, city ordinance violations or other credible/preponderance of evidence that such activity has occurred.

- c) "Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.
- d) "Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by Housing Authority inspectors and/or investigators, and past file records.
- e) The SHA may pursue fact-finding efforts as needed to obtain credible evidence. Applicants and residents shall work cooperatively with courts and police departments.
- f) Before the SHA denies admission to the SHA's PBRA program on the basis of a criminal record, the SHA must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the SHA does not receive the dispute within the allotted time, the applicant will be denied.

I. Ineligibility Notification/Informal Review/Hearing

- 1) If the SHA determines that an applicant does not meet the program eligibility or suitability criteria to receive assistance or admitted, the SHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision. The notice shall also state that applicants may request an informal hearing on the decision and shall describe how to obtain the informal hearing. This written request must be submitted to the SHA within 14 calendar days from the date of the SHA's notice of ineligibility. If an applicant does not request a hearing in accordance with this section, then the SHA's determination denying the applicant's admission into the PBRA program will become final. However, the failure to request a hearing does not constitute a waiver by an applicant of the right to contest the SHA's denial of admission in an appropriate judicial proceeding.
- 2) If and Informal hearing is requested the Informal hearings shall be conducted by any person designated by the SHA, other than a person who made or approved the decision under review or subordinated of this person.
 - a) Hearings are informal, and oral and documentary evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The applicant must be given the opportunity to present written or oral objections to SHA's decision. The designee will require the SHA, the Complainant, lawyers or other representatives and other participants and/or spectators to conduct themselves in an orderly fashion, and failure to do so may result in exclusion from the proceedings or in a decision against the disorderly party.

- 3) The SHA will notify the applicant of the final decision within 14 days after the informal review which will include a brief statement of the reasons for the final decision.
- 4) The participant family may request that the SHA provide for an Informal Hearing after the family has notification of an INS/Homeland Security decision on their citizenship status on appeal, or in lieu of a request for appeal to the INS/Homeland Security. This request must be made by the participant family within 30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS/Homeland Security appeal decision.
 - a) In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days from the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

5. VAWA

Under the Violence Against Women Act (VAWA), notwithstanding the title of the statute, protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation. SHA residents have the following specific protections, which will be observed by the SHA:

An applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The SHA shall provide each applicant and resident a HUD prescribed Notice of Occupancy Rights and Certification form. It shall also be provided with any notice of eviction. In addition, the SHA has adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.

The SHA shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

The SHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault, or stalking to family members or affiliated individuals without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member or affiliated individual is not a signatory to the lease. Under VAWA, the SHA is granted the authority to bifurcate the lease.

The SHA will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the SHA evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The SHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the SHA. Types of acceptable verifications are outlined below and must be submitted within 14 business days after receipt of the SHA's written request for verification.

6. MANAGING THE WAITING LIST

A. Creating, Opening and Closing the Waiting List

The initial waiting list will be created from applicants from the current public housing wait list based on date and time of application. The SHA will create a community wide PRBA wait list. SHA will advertise the acceptance of applications for all PBRA projects.

Opening of the waiting list will be announced with a public notice stating that applications for multi-family housing are being accepted. The public notice will state where, when, and how to apply. The notice will be published on the SHA's main webpage at www.superiorhousing.org as well as on other mediums specified in the SHA's Affirmative Fair Housing Marketing Plan (AFHMP). The public notice will note any limitations to who may apply and the size of units available (by number of bedrooms) for which the SHA is accepting new applications.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published on the SHA's main webpage as well as on other mediums specified in the AFHMP.

B. Organization of the Waiting List

The waiting list is organized by preference, date, and time. Applicants can find information relative to each site (location, amenities, availability of handicapped-accessible units, etc.) on the SHA website.

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

- 1) The application will be incorporated into the permanent resident file.
- 2) All applications will be maintained in order of preference, date and time and bedroom size.
- 3) Any significant contact between the SHA and the applicant will be documented in the applicant file.

C. Purging the Waiting List

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

D. Removal of Applicants from the Waiting List

The SHA will not remove an applicant's name from the waiting list unless:

- 1) Applicant requests in writing that their name be removed (voluntary cancelation).
- 2) Applicant fails to respond to a written request for information or a request to declare their continued interest in the program (including a waiting list update or purge notice). The SHA will remove an application if the applicant fails to provide documentation required to determine program eligibility. Before removing the application, the SHA will send the applicant a notice listing what information is required and stating that the application will be removed if the applicant does not provide the information by the deadline stated in the notice. If the applicant does not provide the required information within the time allowed, the SHA will send a second letter stating that the application has been removed.
- 3) All applicants who fail to keep a scheduled appointment with the SHA will be notified that their application is being removed from the wait list. The SHA will allow the family to reschedule for good cause. Generally, no more

than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the SHA will work with the family to find a more suitable time. An applicant may reapply if the waiting list is open.

- 4) Applicant does not meet eligibility criteria for the program.
- 5) Applicant rejects a unit offer without good cause; or
- 6) Applicant receives and accepts an offer of housing.
- 7) If SHA receives mail returned from the US Postal Service with no forwarding address.

7. TENANT SELECTION AND ASSIGNMENT

A. Preferences

The SHA uses owner-adopted preferences to prioritize applicants on the Multifamily RAD/PBRA Waiting List, all preferences will be verified. The SHA will select families from the waiting list based on the following preferences.

- 1) **Displaced Preference.** This preference is given to a family or sole member who has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized to Federal disaster relief laws will receive five points. This preference must be verified prior to receiving the preference.
- 2) **Veterans.** This preference is given to a family or sole member who served as a veteran. This preference is targeted to eight (8) floating units. Once eight veteran households are filled, this preference is not prioritized until an opening in the eight units occurs.
- 3) **Special Needs.** This preference is given to a family or sole member which includes a person or persons with permanent disabilities and/or impairments that make them eligible for long-term care services. his preference is targeted to thirteen (13) floating units. Once thirteen special needs households are filled, this preference is not prioritized until an opening in the thirteen units occurs.

B. Selection from the Waiting List

Applicants with owner-adopted preferences will be assigned applicable preference points based on the above preference. Applicants with no local preferences are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application only after the list of applicants with preference points has been fully exhausted.

Occasionally families on the waiting list who did not qualify for a local preference at the time they applied for rental assistance may experience a change in circumstances and now qualify for a local preference. In such instances, it is the family's responsibility to contact the SHA. Families that qualify for a local preference will be repositioned on the waiting list in accordance with their new preferences and their original date and time of application. They will then be informed in writing of their change in status and their place on the waiting list.

Accessible Units: Accessible units will be offered first to families who may benefit from the accessible features. A vacant accessible unit will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer from an accessible unit will be given a 30-day notice.

C. Assignment of Bedroom Sizes (Occupancy Guidelines)

The following guidelines will determine each family's unit size without overcrowding or over- housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum

0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

In determining bedroom size, the SHA will include the presence of children to be born into the household, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size at initial occupancy:

- 1) Children away during the school year.
- 2) Children away part time under joint custody arrangements, but who reside in the household at least 50% of the year.
- 3) Children whose return to physical custody of a household member is imminent and can be documented; or
- 4) Unborn children of pregnant household members.
- 5) Verifiable medical needs or other extenuating circumstances will be taken into consideration in determining the size of the unit. For example, a live-in care attendant, who is not a member of the household, would be entitled to a separate bedroom.

D. Offer of a Unit

Residents who have been approved to transfer are given preference on the internal unit transfer waiting list. Current residents transferring from one unit to another will be offered a unit before an applicant. Unit transfers will be weighted and offered in the following order:

- 1) Emergency / VAWA
- 2) Reasonable Accommodation
- 3) Maintenance Transfer
- 4) Mandatory Occupancy Transfer
- 5) Need for Accessible Unit (meaning a current tenant does not need the accessible features)

When the SHA determines that a unit will become available, the SHA will first refer to the unit transfer waiting list to see if the unit meets the requirements of an approved transfer request. If the unit is not needed to satisfy a transfer request, the SHA will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the income targeting goal.

Occupancy transfers may be limited based on wait list size, number of vacant units, and staffing availability.

The SHA will attempt to contact the family by one of the following methods:

- 1) Phone Call
- 2) Email Message
- 3) Text Message

In some cases, a written notice may be in the form of a mailed, first-class letter. In any event, the family will be given no more than five (5) business days from the date of notification (or letter) to contact the SHA regarding the offer. If the applicant fails to respond within five (5) business days, the unit offer will be considered rejected and the apartment will be offered to the next applicant on the waiting list. The offer and the family's decision must be documented in the tenant file.

E. Rejection of a Unit

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes, among other things, reasons related to health, proximity to work, school, and childcare (for those working or going to school).

If an applicant rejects an offer without good cause they will be removed from the waiting list. The family will have to reapply if the waiting list is open.

If the family rejects the unit offer due to inability to move or because they require a reasonable accommodation, they may remain on the waiting list.

- 1) **Inability to Move.** If the applicant is willing to accept the first unit offered but is unable to move into assisted housing at the time of the offer and presents clear evidence that is satisfactory to the SHA, the inability to move will not count as a refusal and the applicant's position on the waiting list will not change. For example, if the applicant is unable to move because of a current lease obligation, they would need to provide a copy of their lease. The SHA will hold the unit for up to 60 days, or upon expiration of the lease whichever is sooner.
- 2) **Reasonable Accommodation.** If the applicant requests a different unit as a reasonable accommodation, the person's handicap or disability and its relationship to the requested accommodation must be verified by a qualified professional who has current, personal knowledge of the applicant's disability.

8. UNIT TRANSFERS

A resident may request a transfer at any time *after their first year of residency*, by completing a transfer request form. (NOTE: this does not apply to reasonable accommodation or VAWA transfer requests.) In considering the request, the SHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The SHA will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting.

Excluding reasonable accommodation and VAWA or emergency transfers, a resident must be in good standing with the SHA to be eligible for a transfer. This means the family must be in compliance with their lease, current on all payments to the SHA, and must pass a housekeeping inspection. Residents must not be under a pending termination or other adverse action related to things including, but not limited to, poor upkeep of unit or grounds, non-payment of rent or other charges. If the transfer request is approved, the family's name will be added to the transfer waiting list for the current project that they reside in.

Transfers are divided into two general categories: Mandatory Transfers and Voluntary Transfers.

A. Mandatory Transfers

- 1) A tenant will be required to move to another unit that is decent, safe, and sanitary and is of an appropriate size under the SHA's Occupancy Standards under the following circumstances:
 - a) *Occupancy Transfer.* The tenant may be required to move if the SHA determines that the tenant is living in a unit which is larger or smaller than the SHA's Occupancy Standards allow for the household size; or
 - b) *Need for Accessible Unit.* The tenant may be required to move if the SHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit that has been modified for a person(s) with disabilities is being occupied by a household that does not include a person(s) with disabilities; or
 - c) *Maintenance Transfer.* The tenant may be required to move if the SHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
 - d) *Administrative Transfer.* The tenant may be required to move if the SHA determines that extenuating circumstances or administrative considerations require it. Such circumstances include, but are not limited to, compliance with the terms of a negotiated settlement agreement.

- 2) **Timing When Current Unit is Habitable.** Once the SHA has given the 30 day notice the tenant must move to the new unit and turn in keys for the previous unit within five (5) days of the move. If the tenant fails to move and remains in the current unit, the tenant must pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
- 3) **Timing When Current Unit is Uninhabitable.** If a tenant's current unit is determined by the SHA to be uninhabitable, or if substantial repair or modernization work is otherwise required, the tenant must move to a new unit immediately upon the SHA's request. If the tenant, a member of the tenant's household, a guest, or other person under the tenant's control caused the uninhabitable condition of the unit, the tenant shall pay all moving expenses and the cost of repair to the unit up to any insurance deductible.

B. Voluntary Transfers

Tenants must generally be in good standing with the SHA to be eligible for a voluntary transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor house-keeping and nonpayment of rent or other charges.

- 1) Tenant may request a transfer to a different PBRA unit in at the same development in the following circumstances:
 - a) *Discretionary Occupancy Transfer.* Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for the tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families may request transfer if they are eligible for a larger unit. Discretionary Occupancy Transfers may be approved if they can be accommodated within the family's current project.
 - b) *Reasonable Accommodation Transfer.* Tenants may request a transfer within the PBRA development they live in as a reasonable accommodation for a handicap or disability. If no unit is available in the current development tenant may apply on other PBRA wait lists with approved reasonable accommodation and receive a preference. The need for transfer and its relationship to a disability must be verified by a qualified professional familiar with the resident's disability. The transfer request must be reviewed and approved by the SHA in accordance with the requirements governing requests for reasonable accommodations.
 - c) *VAWA Transfer.* In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
- 2) **Number of Transfer Offers.** Tenants approved for any type of voluntary transfer will receive only one (1) offer. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request.

C. Transfer Unit Assignment and Offering Procedure

The resident transferring shall be offered the unit of appropriate size for the household that has been held vacant the longest. In general, transfers will receive up to two (2) unit offers. In circumstances where two unit offers are received, the resident must reject the first unit in order to receive a second unit offer. The second unit may or may not be in the same building, depending on where the next longest vacancy exists. If the resident transferring is offered the second unit, the first unit is no longer available. Rejection of the applicable number of units offered will result in cancellation of the transfer request and may impact the SHA's consideration of future requests submitted by the resident which involve the same or similar circumstances.

D. Lease Agreement, Rent, and Utilities

A new Dwelling Lease will be executed as a part of the transfer. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations from the prior dwelling unit and the SHA retains the right to terminate the new lease for violations of the prior Lease.

The SHA will not reexamine income and redetermine rent for a resident transferring within their current project unless the project is not a 100% Tax Credit property, although the amount of rent payable may change due to a change in the applicable utility allowance and total tenant payment.

Following a unit transfer, the SHA will re-examine income within 12 months of the resident's last eligibility review. The new lease is effective as of the day the transferring resident signs the lease and receives the keys to the new unit. The rent start date for the new unit, using the new utility allowance, if any, is the day the lease is executed. The transferring resident is not responsible for paying utilities on more than one unit at a time.

The resident is responsible for paying utilities at the old unit until the lease is signed for the new unit. After that the resident is responsible for paying utilities at the new unit. If the utility allowance for the new unit is higher than the utility allowance for the old unit, the resident will receive a credit against the first month's rent for the new unit. The amount of the credit is the difference between the two units' monthly utility allowances, pro-rated for the number of days the resident is responsible for the utilities in the new unit, from the day of lease signing to the end of the month.

A resident transferring under a voluntary transfer category must complete the move and turn in the keys for the old unit within five (5) calendar days after receiving the new unit keys and signing the lease. If the keys are not turned in within the five (5) days, the locks will be changed.

9. ADDING MEMBERS TO A HOUSEHOLD/ADD-ON

If one or more persons not living in the assisted unit wish to be added to a lease and become members of a household currently living in the unit, they must apply and meet the same eligibility requirements as other applicants. If the add-on applicants are determined to be eligible and they can move into the household without exceeding the SHA's occupancy standards, they may be admitted without regard to their position on PBRA waiting list. For the LIHTC program changes in family composition is allowed as long as someone who was in the qualified household at move-in remains in the unit.

A. Screening of Add-On Applicants. The Housing Specialist for the site in which the resident currently resides is the initial contact for add-on applications. The SHA will conduct the eligibility interview and applicant screening. The same **program** eligibility and suitability criteria described above will apply to add-on applicants.

B. Requirements for Lease Add-Ons. In order to be approved as an add-on applicant:

- 1) The applicant must meet all SHA program eligibility and suitability criteria.
- 2) The existing household's current resident(s) must be in good standing.

C. Adding Minor Children to a Household. The SHA may approve a head of household's request to add a minor to the household if the head of household or another adult household member proves that he or she has legal custody of the minor, by providing one of the following documents:

- 1) Birth certificate showing that the adult household member is the biological parent of the minor.
- 2) Legal proof of adoption.
- 3) Court order awarding custody.

D. Occupancy Standards and Lease Add-On Applications. If the additional persons are found eligible and if the size and composition of the household would not exceed the SHA's Maximum Occupancy Standards for Admission, the new members may be added to the lease and live with the household.

If the additional persons are found eligible but the size or composition of the household would exceed the SHA Maximum Occupancy Standards, the additional persons to be added to the lease will not be permitted to live with the family in that unit. The family members currently identified on the lease may remain in the unit.

- 1) If the new members are being added to the lease because of adoption, birth, or transfer of legal custody, which event occurred during the resident's tenancy in the assisted unit, the family will be added to the occupancy transfer list for the suitable unit size according to the date of approval.
- 2) If the new members asking to be added to the lease are not joining the family due to adoption, birth, or transfer of legal custody occurring during the resident's tenancy in the assisted unit, the family has the option of applying for housing in a suitable size unit. They will not be added to the occupancy transfer list.

E. Other Add-on Considerations

- 1) Marriage does not automatically result in the spouse being added to the lease. A spouse will be subject to the same program eligibility and suitability requirements for admission as other add-on applicants.
- 2) Live-in aides/care attendants must meet non-economic-related suitability eligibility screening standards.
- 3) Social Security Numbers (SSNs) for Lease Add-Ons.
 - a) When a resident requests to add a new household member who is at least six years of age or under the age of six- and has an assigned SSN, the resident must disclose the assigned SSN and provide the SHA with documentation. The new household member may not be added until the family provides the documentation.
 - b) When a resident requests to add a new household member to the family, who is under the age of six and does not have an assigned SSN, the resident must disclose the assigned SSN and provide the SHA with documentation within 90 calendar days of the child being added to the household.
 - c) If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the SHA is required to grant the family an additional 90-day period to comply with the requirement, if the SHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family (for example, SSA delay, natural disaster, fire, death in the family, etc.).
 - d) If the family has not complied with the SSN disclosure and documentation requirements by the end of the time extension, the SHA must terminate the family's tenancy.

10. VERIFICATION

The SHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, factors related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as full time student status of family members 18 years of age and older, Social Security numbers (if applicable), and citizenship/eligible noncitizen status. Certification by applicants will normally be considered sufficient verification of family composition and residence as provided by the applicant's signature on the application. However, the SHA reserves the right to request additional verification. The SHA will use a third-party source to verify tenant employment and income information for new move-ins approximately 90 days after the move-in date. Third-party verification will be obtained for assets worth more than \$5,000. The SHA must verify asset values at least every 3 years, whether more or less than \$5,000. All assets will be third-party verified at move-in regardless of the amount.

Households may self-certify as to having assets worth less than \$5,000, other than at move-in, and the amount of income expected to be received from those assets. Where the family has net family assets equal to or less than \$5,000, the SHA must request supporting documentation (e.g., bank statements) from the family to verify the assets or the amount of income expected to be received from those assets at least once every 3 years. When the family has net family assets in excess of \$5,000, the SHA will use a third-party verification to obtain the information.

11. INCOME LIMITS AND TARGETING REQUIREMENTS

Pursuant to the regulations contained in HUD Notice PIH 2012-32, the SHA shall comply with the following income limit requirements for new applicants:

- Low Income Limit up to (80%) (Multifamily Project-Based Rental Assistance)
- Low Income Limit up to (60%) (Low-Income Housing Tax Credit Program)

A. Income Targeting Requirements

In order to achieve compliance with HUD's income targeting requirements, the SHA, within the established preferences above, will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

The SHA will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, the SHA will implement the following procedures:

- 1) The SHA will adopt Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, the SHA will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, the SHA will admit applicants in waiting list order.
- 2) If it is determined from examining the current waiting list that the income targeting level may not be achieved, the SHA will make efforts to locate an applicant(s) at the extremely low-income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low-income applicant cannot be located within 30 days, the SHA will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report. Prior to skipping an applicant, the SHA will attempt to contact the applicant to update their income.

12. TOTAL TENANT PAYMENT AND MINIMUM RENT HARDSHIP

The SHA calculates the total tenant payment (TTP) in accordance with the Multifamily HUD Model Lease and SHA addenda, HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, and other applicable regulations.

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

The TTP is the greater of:

- 30 percent of monthly adjusted income.
- 10 percent of monthly gross income.
- The SHA minimum rent of \$25.

TTP Calculation Example:

30% of Monthly Adjusted Income:	$\$700 \times .30 =$	\$210
10% of Monthly Gross Income:	$\$740 \times .10 =$	\$74
SHA Minimum Rent:		\$25
Total Tenant Payment (highest of above) =		\$210

A. Minimum Rent Hardship Policy

The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing the SHA flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent suspended until their case can be reviewed by management.

- 1) A hardship exists in the following circumstances:
 - a) When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program.
 - b) When the family would be evicted as a result of the imposition of the minimum rent requirement.

- c) When the income of the family has decreased because of changed circumstances, including loss of employment.
 - d) When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
 - e) When a death has occurred in the household family.
- 2) If the SHA determines there is *no qualifying hardship* as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to the SHA for the time of suspension.
 - 3) If the SHA determines there is a qualifying hardship, but that it is of a *temporary nature*, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The SHA will offer a reasonable repayment agreement for any minimum rent back payment paid by the SHA on the family's behalf during the period of suspension.
 - 4) If the SHA determines there is a *long-term hardship*, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or SHA staff to document the ongoing hardship.
 - 5) *Appeals*. The family may use the informal hearing procedure to appeal the SHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

13. SECURITY DEPOSITS

Prior to move-in, all new residents (those without preexisting deposits under a prior public housing lease) or residents transferring to a different multifamily project will be charged a one-time security deposit equal to the first month's Total Tenant Payment or \$50.00, whichever is greater. In accordance with State law, the deposit will be refunded within 21 days after the resident has moved out, less any charges for unpaid rent or damages greater than normal wear and tear to the vacated unit and provided the resident has submitted a forwarding address.

Management will provide the tenant with a detailed listing of items deducted from the security deposit within 21 days of vacating the unit. Generally, the security deposit must be paid in full at the time the applicant signs their lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the SHA may grant a payment agreement. This is at the sole discretion of the SHA. The first payment will be at the time of lease-up and the other two (2) payment will be for an additional two (2) months.

14. LEASING PROCESS

A. Offer of Available Units

When a unit becomes available for occupancy, and it is not needed for an approved transfer (see transfer section above) it will be offered to the applicant at the top of the waiting list for that apartment type and bedroom size (taking into consideration income targeting requirements). Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with SHA staff and to sign the Unit Inspection Report.

Failure to complete all of the move-in requirements within the assigned period will be considered a rejection of the unit offer.

B. Prior to Move-In/Tenant Interview

Prior to taking occupancy, the SHA will meet with the applicant family and explain at a minimum the following topics during the Applicant Interview:

- 1) Security Deposits and refunds
- 2) Use of the EIV System after move-in
- 3) Annual Recertification process
- 4) Interim Recertification process

- 5) Unit Inspection
- 6) House Rules
- 7) Transfer Policy
- 8) Student eligibility
- 9) Violence Against Women Act
- 10) Reporting requirement for income increases of \$200 or more per month
- 11) Reporting changes in household composition
- 12) Unit rent and other charges
- 13) HUD Model Lease
- 14) Pet Policy
- 15) Internal Revenue Code Section 42

C. Leasing of Dwelling Unit

The Head of Household and all adult household members are required to execute the HUD Model Lease and applicable lease addenda. The property House Rules will also be executed at the lease signing appointment. A signed copy of the Lease, applicable addenda, and House Rules will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

15. UNIT INSPECTIONS

Upon move-in, new residents with leases effective after the RAD conversion will inspect the apartment together with the SHA and shall make note of any deficiencies in the unit, prior to signing the Lease. The inspection form will be used again upon move-out and the resident will be charged for any damages beyond normal wear and tear, except for items noted at move-in.

All units are inspected a minimum of once per year for housekeeping, damage, and general repair. Residents will be notified at least 48 hours in advance of an inspection. In addition, residents must allow inspection (upon 48-hour notification being provided) by SHA staff and/or government/program officials.

The SHA is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

16. ANNUAL RECERTIFICATION REQUIREMENTS

- a) To ensure that assisted tenants pay rent commensurate with their ability to pay, HUD requires the following:
 - 1) The SHA must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
 - 2) Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
 - 3) Tenants must sign consent forms and asset declaration forms each year.
 - 4) The SHA must use the EIV Income Report as third-party verification of income from sources available on EIV, i.e., Social Security benefits, wages, or Unemployment benefits for PBRA program only.
 - 5) The SHA must obtain third-party verification of income sources not reporting data in EIV, i.e., Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income.
 - 6) Residents may provide documentation of other eligible factors used in determining allowances in the family's TTP, e.g., medical expenses, and disability-related expenses, and childcare payments.
- b) The SHA must send Recertification Reminder notifications to residents to meet with management beginning at least 120 days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at least 90 days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at least 60 days prior to the annual recertification that includes a 60-day notice to terminate assistance if the tenant fails to respond.

Failure to fully comply with the Annual Recertification process and submit all required documentation by the 10th day of the month prior to the recertification anniversary date, may result in termination of assistance or termination of tenancy. In this circumstance, assistance will not be available for at least one month, until such time as he or she complies with the recertification requirements.

- c) If the tenant complies with the annual recertification process, the SHA must provide at least a 30-day written notice of any rent increase. **If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived and the increase may be applied retroactive to the first of the month following the date the increase occurred.**
- d) At annual recertification, an Initial Notice of Recertification (Form HUD-90100) will be provided to the resident indicating the reporting requirements and deadlines for the next annual recertification.
- e) Residents who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the recertification process is complete unless there are verified medical reasons or other extenuating circumstances that apply.

17. INTERIM RECERTIFICATION REQUIREMENTS

- a) Residents must notify the SHA within ten (10) calendar days of the occurrence of the following:
 - 1) A family member moves out of the unit.
 - 2) The family proposes to move a new member into the unit.
 - 3) An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment.
 - 4) The family's household income cumulatively increases by \$200 or more per month.
 - 5) The family must notify the SHA when a member turns eighteen (18) years old.
- b) Residents may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include:
 - 1) Decreases in earned income or benefits.
 - 2) Increases in allowances such as medical expenses or childcare.
 - 3) Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- c) When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change. When proposing to add a new household member, the SHA will apply screening criteria to all adults (including live-in aides) for drug-related criminal activity, other criminal activity, State lifetime sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.
- d) The proposed household member must disclose and provide verification of their SSN (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the Form HUD-9887/9887A Consent Form.
- e) If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:
 - 1) Rent Increases – If the tenant's rent increases because of an interim adjustment, the SHA must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
 - 2) Rent Decreases – If the tenant's rent decreases, the change in rent is effective on the first day of the month after the date of action that caused the interim certification.
- f) If the tenant does not comply with the interim reporting requirements, and the SHA discovers the tenant failed to timely or accurately report a change as required, the effective date of the change is as follows:
 - 1) Rent Increases – The SHA will implement any resulting rent increase retroactive to the first of the month following the date that the change occurred.

- 2) Rent Decreases – Any resulting rent decrease will be implemented effective the first of the month following completion of the recertification process. Tenant shall not be entitled to a retroactive rent decrease or credit for any months prior to the date that the income decrease was first reported in writing to the SHA.

18. TENANT PROCEDURAL RIGHTS

A. Termination of Tenancy and Assistance

- 1) **Termination Notification.** The SHA shall provide adequate written notice of termination of the lease which shall not be less than:
 - a) A reasonable period of time, not to exceed 30 days:
 - i) If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii) In the event of any drug-related or violent criminal activity or any felony conviction.
 - b) Not less than 14 days in the case of nonpayment of rent; and
 - c) Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- 2) **Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

B. Grievance Process

- a) In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project- paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply in accordance with the following; Tenants will be provided with notice of the specific grounds of the SHA’s proposed adverse action, as well as their right to an informal hearing with the SHA.
 - b) Tenants will have an opportunity for an informal hearing with an impartial member of the SHA’s staff within a reasonable period of time. An “impartial member of the SHA’s staff” shall mean any person designated by the SHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision.
 - c) Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the SHA as the basis for the adverse action. With reasonable notice to the SHA, prior to the hearing and at the tenants’ own cost, the tenant may copy any documents or records related to the proposed adverse action; and
 - d) The SHA will provide the tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the SHA relied upon as the basis for the adverse action.
- 2) The SHA will be bound by decisions from these hearings, except if:
 - a) The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
 - b) The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law the special housing determination.

19. CHOICE-MOBILITY RIGHTS UNDER RAD PBRA

- a) Residents of PBRA properties have the right to request tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the date the resident moves into the PBRA property.
- b) HUD allows SHA to limit the number of Choice-Mobility moves under the PBRA program in two ways:
 - a) The SHA will provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and

- b) The SHA may limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD hi-rise property or management area.
- c) The SHA will utilize either or both methods allowed in Section 18B when administering Choice Mobility Rights.
- d) If there are no available vouchers at the time of the tenant's request for tenant-based assistance, the resident will be placed on the SHA's RAD-Multifamily HCV Waiting List.

20. SPECIAL OCCUPANCY SITUATIONS

In addition to PBRA this property also includes LIHTC, and all applicants and tenants must meet all LIHTC eligibility requirements.

- a) Bayview Apartments is to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986 (the "Program"). Tenant's rights hereunder shall be subject to the requirements which must be met under the Program in order for Owner to qualify to take the cost of the Project into basis for calculation of Owner's credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.
- b) Only qualified tenants are allowed to occupy the unit.
- c) Tenant shall not allow any other person to move into the unit without Landlord's prior written consent.
- d) Tenant shall complete and execute an Income Certification Form prior to execution hereof and at least annually. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord in a manner satisfactory to Landlord and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the unit as may be reasonably requested by Landlord. Failure to provide accurate and timely income certifications in advance of the last 30 days of the lease term will constitute a breach of this Lease and Landlord/Lessor must notify the lessee to vacate the premises by the end of the lease term.
- e) Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy in the Project.
- f) Tenant hereby certifies that the information supplied by Tenant to Landlord which was taken into consideration by Landlord in determining Tenant's qualifications to rent the unit, including Tenant's Income Certification Questionnaire and Application, is accurate, complete, and true in all respects.
- g) If it is determined that the unit is not a qualified low-income unit under Section 42(i)(3) of the Internal Revenue Code because the rent paid by Tenant plus the applicable utility allowance for the Lease term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, the said excess amounts shall be a loan from Tenant to Owner and Owner shall immediately re-pay to Tenant the amount of such excess, with interest. If Tenant no longer occupies the unit when the excess rent determination is made, Landlord shall use its best efforts to locate Tenant for the purpose of repaying the excess rent.
- h) If, upon annual recertification, Tenant's household income exceeds 140% of the Program limit, Landlord may: (1) increase Tenant's monthly rent to market rate, and Line 7 of this section shall not apply to such rent increases or (2) move Tenant to a market rate unit.
- i) Tenant shall notify Landlord immediately if Tenant's household size changes, their income increases, or Tenant becomes a full-time student.
- j) Tenant agrees to provide Landlord/Lessor with a copy of income tax return filings upon request, in compliance with the Internal Revenue Service Code, Section 42, and Wisconsin Housing and Economic Development Authority.