

MINUTES OF A REGULAR MEETING OF THE  
COMMISSIONERS OF THE

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

The Commissioners of the City of Roanoke Redevelopment and Housing Authority met for a regular session on Monday, February 25, 2019, in the offices of the City of Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, in the City of Roanoke, Virginia.

**I. CALL TO ORDER – ROLL CALL**

Chair Garner called the meeting to order at 3:00 p.m. and declared that a quorum was present.

PRESENT:	Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten
ABSENT:	Commissioner Kepley
OFFICER PRESENT:	Mrs. Glenda Edwards Goh, Secretary-Treasurer
ALSO PRESENT:	Jackie Austin, VP of Finance/CFO; David Bustamante, VP of Housing; Stephanie Cooperstein, Section 3 Manager; Betsy Crow, VP of Human Resources and Administration; Frederick Gusler, Director of Redevelopment and Revitalization; Crystal Hall, Community Support Services Director; Patice Holland, Legal Counsel; Suzzette McCoy, Site Manager; Joel Shank, VP of Operations; Amanda Sparks, HCV Manager; Kelly Martin, Senior Executive Assistant

Chair Garner welcomed everyone to today's meeting.

**REPORTS**

1. Financial Report

Chair Garner stated that Mrs. Austin provided a Financial Narrative along with

a Financial Report.

Chair Garner asked if there were any comments or questions. There were none.

## 2. Executive Director's Report

Chair Garner asked for the Executive Director's report.

Mrs. Goh informed the Board that a federal budget has been approved for this fiscal year, which means there should not be another shutdown until after September 2019. The budget numbers appear consistent with this year, which reflects a small increase for Roanoke Redevelopment and Housing Authority (RRHA) programs compared to prior years. She said that the National Association of Housing and Redevelopment Officials (NAHRO) is estimating the proration for the Public Housing Operating fund at 96%, the Housing Assistants Payments (HAP) for the Housing Choice Voucher (HCV) program at 99%, the Administrative Fees for the HCV program at 82% - 83% and an increase of \$25 million over the prior year for the Capital Fund Program. She stated that Mr. Shank estimates that RRHA should receive approximately \$3.25 million, which is the same as 2018 and significantly better than the \$1.9 million received a couple of years ago.

Responding to Commissioner Burruss' inquiry, Mr. Shank stated that once the Annual Contributions Contract (ACC) Amendment is executed, RRHA will have two years to obligate the funds and four years to spend the money.

Mrs. Goh stated that RRHA has been notified by the Roanoke City Clerk's office that City Council has appointed Council Member Patricia White-Boyd as the Alternate Liaison for RRHA and continuing the appointment of Council Member Djuna

Osbourne as the Liaison.

Mrs. Goh reported that RRHA accepted applications for the HCV program from February 5 to 7, 2019 and, as of 5:00 p.m. on February 7, RRHA received 2,394 applications. The application process will remain open only for special programs such as Veterans Affairs Supportive Housing (VASH), Family Unification Program (FUP), and the Mainstream Voucher Program. She stated that service partners have referral codes to enable them to submit applications for the special programs.

Mrs. Goh responded to Commissioner Burruss' question regarding the previous application opening, stating that the number of applications received in 2015 was approximately 2,500. Mrs. Goh confirmed Vice Chair Anguiano's statement that it takes about four years to go through the list. She added that one year during that timeframe RRHA was unable to issue any vouchers due to short funding; therefore, it will likely take approximately three years to serve those on the new waiting list if RRHA is able to issue vouchers consistently.

In response to Chair Garner's inquiry concerning the software portal, Mrs. Goh stated the setup and training went smoothly, and the application process went remarkably well, considering it was a new system. She added that there were some problems, but Yardi Software staff supplied very good support. RRHA had several people on staff designated to assist with application submission and resolve problems. She said that RRHA had multiple partners come in for training on Friday, February 1, 2019 so that they could also help individuals submit applications.

Mrs. Goh informed the Board that formal approval from U.S. Housing and Urban Development (HUD) was received concerning one of the Operating Fund

Financing Program (OFFP) proposals to complete accessibility modifications to several existing units in public housing. She explained that a challenge may arise, possibly necessitating a special meeting of the Board. After a two and one half year approval process, HUD has now given RRHA sixty days to obligate the funds and close the loan. Due to the amount of time required for the procurement process, it is possible that, in order to meet the HUD deadline, Board approval may be needed between the March and April Board meeting dates. Mrs. Goh also said that there is a possibility that the Board may be able to approve based upon an estimated amount and then RRHA would bring it back for ratification in the April Board meeting; however, she stated that she will need to consult with legal counsel regarding that possibility.

Mrs. Goh reminded the Commissioners that the NAHRO - Washington DC conference is from April 7 to 9, 2019, and the early bird discounted rates end on February 28, 2019. She asked the Commissioners to inform Ms. Martin if they would like to attend so she can register them. She stated that registration can still occur after that date, but in order to receive the discounted rate early registration is required. Chair Garner mentioned that the conference is really expensive, and Mrs. Goh noted that decreasing attendance is probably contributing to increased cost.

Mrs. Goh told the Board that the 2019 Virginia Association of Housing and Community Development Officials (VACHDO) Annual Conference and Scholarship Luncheon will be held in Virginia Beach, at the Doubletree Hilton Virginia Beach, April 24 to 26, 2019. She asked the Commissioners to inform Ms. Martin if they would like to go so she can register them. A postcard was handed out to each Commissioner.

Responding to Commissioner Burruss, Mrs. Goh stated that VACHDO presents scholarships to students from public housing and HCV participants in Virginia; it is an initiative that the association fundraises for each year.

Responding to Chair Garner's questions concerning whether the OFFP project related to compliance with the Americans with Disabilities Act (ADA). Mrs. Goh stated it relates to Section 504 compliance, which addresses modifications to facilities to improve accessibility for individuals with disabilities. In response to Chair Garner's question, Mrs. Goh stated that the duplex units have two dwellings each, for a total of eight dwelling units. She added that RRHA originally planned to construct ten but the number was reduced to eight. She said that the new construction units are the subject of the second OFFP application, and RRHA has not received formal approval from HUD yet for that application. She updated the Board on the other OFFP application, stating that the procurement has been completed, and the construction contract is ready to execute, pending HUD approval. She stated that RRHA staff was not aware that there would be a sixty day requirement for obligation of funds related to the modification of units, and this procurement will take some effort because more than one contractor will be required.

Chair Garner asked where the different amounts discussed for appropriations are reflected in the reports Commissioners receive. Mrs. Goh explained that the public housing operating fund is located in the monthly financial statement and in the budget in the revenue section at the top of the page. The Capital Fund is handled differently because it is not expended through the operating budget. She stated that balance sheets for open Capital Fund grants are included in the monthly reports. The HCV

program budget has a line for the HAP renewals. The administrative fees are at the top of the revenue section in the HCV budget.

Chair Garner requested more information about the article Mrs. Goh circulated earlier regarding the EnVision Center initiative and what it means for RRHA. Mrs. Goh stated that Ms. Hall shared that article, and that she and Ms. Hall had discussed whether this may mean that not being selected in the first round may have been for the best. She said it appears that the communities that were selected have not received any funding for implementation of the EnVision Center, but have taken on obligations. It appears that a number of EnVision Centers have not been able to open their doors due to lack of funding. She added that perhaps improvements will come out of the challenges identified in these early efforts, making selection in a later round more beneficial.

Chair Garner asked if there were any other comments or questions. There were none.

### 3. Staff Reports

Chair Garner asked if there were any comments or questions. There were none.

### 4. Committee Reports

Ms. Austin responded to Chair Garner's inquiry concerning the audit explaining that the next stage will be reviewing a draft report from the auditors, which should be received during the latter part of March. She said that an Audit Committee meeting will need to be held before the April Board meeting.

In response to Chair Garner's question concerning the conflict of interest

matter, Ms. Austin feels certain that it will be addressed in the audit. Mrs. Goh stated that it may be a finding, which will require RRHA to do a corrective action plan, for the first time in more than ten years. Ms. Austin stated that it will probably be addressed as disallowed costs, and a note will have to be included in the audit report. She added that RHA will have to write up a correction action plan, and it will stay in the audit for a couple of years.

Chair Garner asked if there were any additional comments or questions. There were none.

5. Commissioner Comments

Chair Garner asked if there were any commissioner comments or questions. There were none.

6. City Council Liaison Comments or Discussion

Chair Garner asked if there were any City Council Liaison comments or questions. There were none.

7. Residents or other community members to address the Board

Chair Garner asked if there were any comments or questions. There were none.

**CONSENT AGENDA**

C-1 Minutes of the Regular Meeting of the Board of Commissioners held Monday, January 28, 2018.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 Minutes of the Special Meeting of the Board of Commissioners held Thursday,

January 31, 2019.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-3 Monthly Operations Report for the month of January 2019.

RECOMMENDED ACTION: File as submitted

Commissioner Smith introduced a motion to approve the Consent Agenda. The motion was seconded by Commissioner Karnes and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried as introduced.

## II. **REGULAR AGENDA**

### 1. Resolution No. 3992

Mr. Shank introduced Resolution No. 3992, requesting the Board to award a contract for Architectural and Engineering Services for multiple projects for public housing.

Mr. Shank explained that RRHA sent out a Request for Qualifications in December 2018 and, in early January 2019, two Statements of Qualifications were received, which is the fewest number of responses he has seen since he has been employed at RRHA. He stated that one statement was from Hughes Associates Architects & Engineers and the other was from Hill Studio. He said that after the companies were evaluated, Hughes Associates Architects & Engineers had 370 points and Hill Studio had 320 of 500 possible points.

Mr. Shank requested the Board to award a contract to Hughes Associates Architects & Engineers for open ended Architectural and Engineering Services. This will be funded out of the Capital Fund grant number VA36P01150117.

Mr. Shank responded to Vice Chair Anguiano's question, confirming that RRHA has used Hughes Associates and Architects & Engineers in the past and their work has been very good.

Commissioner Burruss introduced Resolution No. 3992 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDDING A CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR MULTIPLE PROJECTS UNDER THE FY 2017 CAPITAL FUND PROGRAM NO. VA36P01150117.

WHEREAS, the City of Roanoke of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development (HUD) Capital Fund Program (CFP), which is grant number VA36P01150117 (567) in the amount of \$2,066,639; and

WHEREAS, Open-End Architectural and Engineering Services for RRHA was included on the Annual Statements detailing the planned use of CFP grant number VA36P01150117, which was approved by the Board of Commissioners under Resolution No. 3920 on May 22, 2017; and

WHEREAS, Architectural and Engineering Services are essential to the overall maintenance and modernization of the public housing developments and provide a vehicle for the timely obligation of available funding; and

WHEREAS, many of RRHA's projects are small in nature, with small attendant Architectural & Engineering fees, generating little interest in the design community on a per project basis; and

WHEREAS, the selected projects typically require a variety of A&E services including initial investigation, design development, production of construction documents, space planning, and evaluation of damage to various building systems; and

WHEREAS, execution of a contract for Architectural and Engineering Services for multiple projects best serves RRHA's need to have such services available as needed for these type of small projects; and

WHEREAS, RRHA issued a Request for Qualifications (RFQ) on December 2, 2018, with Statements of Qualifications being due on January 4, 2019; and

WHEREAS, RRHA received two (2) Statements of Qualifications in response to the RFQ from the following companies:

- Hughes Associates Architects & Engineers;
- Hill Studio; and

WHEREAS, the Executive Director assigned an Evaluation Panel comprised of five (5) RRHA staff members; and

WHEREAS, the Evaluation Panel reviewed and evaluated Statements of Qualifications according to the following evaluation criteria, which were published in the RFQ:

- A & E Background Data:
  - A. Statement describing A/E firm including list of staff members and job titles. (3 points)
  - B. Status and nature of projects firm has currently, or soon to be, under contract. (3 points)
  - C. Description of firm's organization and project management methodology. (8 points)
- Proposed Project Team:
  - A. Profiles of the professional and technical competence of the principal(s) and proposed design team. Provide profile information on consultants that shall be a part of design team. (12 points)
  - B. Indication of specific team members whose involvement is required concurrently on other projects and the percent of time involved on those projects. Indicate the percent of time that members of the design team will be able to dedicate to RRHA projects. (8 points)
- Project History:
  - A. Description of previous work completed within the past ten years related to the modernization, renovation, and/or repair of public housing or other types of multi-family housing. (11 points)
  - B. Previous experience with development of comprehensive site plans for redevelopment work and providing associated surveying services. (3 points)
  - C. Previous experience with open-end type of work. (4 points)
  - D. Previous experience with City, State or Federal agencies. (3 points)



- (2) The Executive Director be and hereby is authorized and directed to execute form HUD-51915, Model Form of Agreement Between Owner and Design Professional, between Hughes Associates Architects & Engineers and RRHA for a term of one (1) year, with one (1) option year, in the not to exceed amount of \$135,000, including reimbursables, subject to availability of funds.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3992 adopted as introduced.

## 2. Resolution No. 3993

Mr. Bustamante introduced Resolution No. 3993, requesting the Board to approve revisions to the Admissions and Continued Occupancy Policy (ACOP), Chapters 3, 13 and 16. He explained that the revisions in Chapter 3 were to add child support or failure to pay child support as factors RRHA will consider to determine eligibility or suitability for public housing. While this is not an automatic denial, he said, it will be looked as a failure to meet financial obligations. Mr. Bustamante stated that Chapter 13 did not have a consistent policy for the timing required for submission of notice to vacate by tenants. He explained that, if a notice was received at the end of the month, staff might have three or four units to turn around in two or three days and also find applicants to fill those units, which becomes very difficult. Mr. Bustamante stated that the proposed revision would

require all notices to vacate to be presented to the leasing office at the beginning of the month. If they are not presented at the beginning of the month, then the notice will be considered effective at the beginning of the following month.

Responding to Commissioner Karnes' request for clarification, Mr. Bustamante confirmed that a notice to vacate must be received by the first of the month.

Mr. Bustamante stated that Chapter 16 relates to program administration, and this revision was due to HUD Public and Indian Housing (PIH) Notice 2018-19, related to the Housing Opportunity Through Modernization Act (HOTMA). He explained that HUD implemented minimum heating requirements for public housing units. Public housing units must maintain a minimum heating requirement of 68 degrees and it can never fall below 55 degrees. He said that the policy clearly states how the temperature is supposed to be measured and he is comfortable that the requirements can be met.

In response to Chair Garner's question, Mr. Bustamante explained that the system must be capable of maintaining 68 degrees in the unit, but it cannot fall lower than 55 degrees.

Mr. Bustamante responded to Commissioner Witten's question stating that the reference to design day temperature means that, if the outside temperature is freezing, HUD does not expect the inside temperature to be 68 degrees; they will give some allowance.

Commissioner Witten introduced Resolution No. 3993 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING REVISED CHAPTERS 3, 13, AND 16, OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE PUBLIC HOUSING PROGRAM

WHEREAS, the Roanoke Redevelopment and Housing Authority's (RRHA) Board of Commissioners and staff are committed to providing safe and affordable housing to eligible individuals and families, including persons with disabilities; and

WHEREAS, the United States Department and Housing and Urban Development (HUD) has authorized Public Housing Agencies (PHA) to administer a Public Housing Program, through the use of its Admissions and Continued Occupancy Policy (ACOP); and

WHEREAS, the ACOP must state the PHA's policies on matters for which the PHA has discretion to establish local policies; and

WHEREAS, a PHA is required to revise its ACOP as necessary to remain in compliance with the Department of Housing and Urban Development (HUD) regulations as set forth in 24 CFR 5, 8, 902, 903, 945, 960, 965 and 966; and

WHEREAS, the current ACOP of the RRHA, was approved by the RRHA Board of Commissioners by Resolution No. 3978 on September 24, 2018; and

WHEREAS, RRHA staff has reviewed ACOP Chapters 3, 13, and 16, and incorporated revisions based on HUD notices, as well as revisions determined necessary by RRHA staff to provide necessary clarification and reflect current practices.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The attached revised Chapters 3, 13, and 16, of the RRHA Admissions and Continued Occupancy Policy for the Public Housing Program, are approved.
2. The Executive Director be and hereby is authorized and directed to make corrections and minor procedural changes as necessary between annual updates.

The motion was seconded by Commissioner Karnes and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3993 adopted as introduced.

3. Resolution No. 3994

Mr. Bustamante introduced Resolution No. 3994, requesting the Board to approve a revised Public Housing Residential Lease Agreement and Terms and Conditions. Some of the revisions were made to align with the previously described revisions in the ACOP policy, such as the written notice to vacate.

Mr. Bustamante stated that all public housing tenants were provided with the required 30 day notice of proposed changes and the opportunity to provide comments, and no comments were received. He said that the lease specifically addresses the requirement that RRHA will provide residents living at Villages at Lincoln, a mandatory Family Self-Sufficiency (FSS) site, with a transfer if they refuse to participate in the FSS program. Mr. Bustamante added that, if they refuse to transfer and refuse to comply with FSS, then RRHA will provide them with a 30 day moving notice.

Mrs. Goh added that, since Hope VI, Villages at Lincoln has been operating as a mandatory self-sufficiency site, but the lease terms related to the transfer requirement were not addressed as clearly as they are in this revision.

Commissioner Smith introduced Resolution No. 3994 and moved its adoption as introduced:

**RESOLUTION OF CITY OF ROANOKE REDEVELOPMENT AND  
HOUSING AUTHORITY APPROVING A REVISED PUBLIC HOUSING  
RESIDENTIAL LEASE AGREEMENT AND TERMS AND CONDITIONS**

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) is required by the Department of Housing and Urban Development (HUD) to establish and implement a Public Housing Lease; and

WHEREAS, RRHA staff has determined the need to revise certain lease provisions to provide improved clarity regarding tenancy requirements; and

WHEREAS, proposed revisions to RRHA's Public Housing Lease have been reviewed by RRHA's legal counsel and determined to be in compliance with applicable legal requirements; and

WHEREAS, each household in RRHA's Public Housing program has been provided notice of proposed lease revisions and a 30-day period to submit comments, as required by HUD, and no comments were received.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the attached revised RRHA Public Housing Part I: Residential Lease Agreement and Part II: Terms and Conditions are hereby approved.

The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3994 adopted as introduced.

4. Resolution No. 3995

Mr. Bustamante introduced Resolution No. 3995, requesting the Board's approval to award a contract for bulk container services to Republic Services, Inc. He explained that RRHA currently has a contract with Waste Management via a cooperative agreement with U.S. Communities, and the five years allowed by HUD regulations expires March 31, 2019. U.S. Communities extended the contract for another year, but RRHA cannot exceed five years so competitive procurement was initiated.

Mr. Bustamante stated that two bids were received, Republic Services, Inc.

and Waste Management of Virginia, Inc. He said that Republic Services, Inc. was the lowest bidder at \$517,476.44. That total is comprised of a fixed contract amount of \$105,666.60 for the first term, with the option of four one-year renewals at the fixed amounts of \$105,666.60 for option year one, \$108,837.56 for option year two, \$97,195.28 for option year three, and \$100,110.40 for option year four.

In response to Chair Garner's question regarding why option years three and four are lower amounts, Mr. Bustamante explained that Republic Services, Inc. bid in a previous procurement and lost to Waste Management. He stated that RRHA called and confirmed the third year amount with them, and they said the amount was correct and they reduced the price for those years because they wanted to be the lowest bidder. Mr. Bustamante went on to say that this contract is approximately 18% higher than the current contract with Waste Management. He said that he believes the biggest reason for the higher cost is due to RRHA not being part of a cooperative agreement where a better rate would have been available.

Mrs. Goh stated that RRHA is often able to get better pricing by joining a cooperative agreement, because companies bid lower due to higher anticipated volume of business.

Mr. Bustamante responded to a question from Commissioner Burruss, stating that this contract does not include recycling; it is strictly bulk container.

Commissioner Smith introduced Resolution No. 3995 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDDING A CONTRACT FOR BULK CONTAINER SERVICES FOR HOUSING DEVELOPMENTS

WHEREAS, the current contract of the City of Roanoke Redevelopment and Housing Authority (RRHA) for provision of bulk container services for eight RRHA Public Housing sites and Two Low-Income Housing Tax Credit (LIHTC) sites expires March 31, 2019; and

WHEREAS, funding to support provision of bulk container services is included in the operating budgets for the Public Housing sites and LIHTC sites; and

WHEREAS, RRHA issued an Invitation for Bid for Bulk container services for Eight RRHA Public Housing Sites and Two LIHTC sites on January 13, 2019, with bids being due on February 4, 2019; and

WHEREAS, RRHA received (2) responsive bids to the invitation which were opened for consideration, such bids being as follows:

<u>Bidder</u>	<u>Total Bid Amount</u>
Republic Services, Inc.	\$517,476.44
Waste Management of Virginia, Inc.	\$547,152.36

WHEREAS, HUD regulations at 24 CFR 135.1 state that “section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (section 3) directs that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to business concerns which provide economic opportunities to low- and very low-income persons.”; and

WHEREAS, neither contractor self-certified as a Section 3 Business Concern; and

WHEREAS, the allowable HUD Section 3 preference is not a determining factor in the procurement; and

WHEREAS, the amount of the bid submitted by Republic Services, Inc., was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on previous contract costs for bulk container services; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Republic Services, Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Housing recommends an award to Republic Services, Inc.; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (1) The bid submitted by Republic Services, Inc. be and hereby is accepted;
- (2) The Executive Director be and hereby is authorized and directed to execute a standard contract for services, which by reference is inclusive of scope of services, addenda and related project documents, between Republic Services and RRHA with a fixed contract amount of \$105,666.60 for a one (1) year term, and with the option of four one-year renewals at the fixed amounts of \$105,666.60 for option year 1, \$108,837.56 for option year 2, \$97,195.28 for option year 3, and \$100,110.40 for option year 4.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner thereupon declared said motion carried and Resolution No. 3995 adopted as introduced.

##### 5. Executive Session

Commissioner Smith moved that the Commissioners enter into Executive Session for the purpose of consultation with legal counsel retained by RRHA regarding specific legal matters requiring the provision of legal advice by such counsel and discussion of specific personnel matters of RRHA in accordance with Virginia

Code Sections 2.2-3711(A) (1) and (8).

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Smith, Witten

NAYS: None

The Board of Commissioners entered into Executive Session at 3:31 p.m.

Commissioner Burruss left the session at 4:45 p.m.

#### Certification

Commissioner Karnes introduced a motion stating that the members of the Board of Commissioners hereby certify to the best of their knowledge that only public business matters lawfully exempted from open meeting requirements and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Board in the immediately preceding Executive Session.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Garner, Karnes, Smith, Witten

NAYS: None

The Board reconvened into open session at 4:53 p.m.

### **III. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Witten moved that the meeting be adjourned.

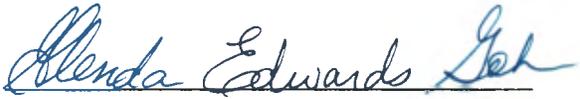
The motion was seconded by Commissioner Smith and upon roll call the

following vote was recorded:

AYES: Commissioners Anguiano, Garner, Karnes, Smith, Witten

NAYS: None

Chair Garner declared the meeting adjourned at 4:54 p.m.



Glenda Edwards Goh, Secretary-Treasurer



Ed Garner, Chair

## Chapter 3

### ELIGIBILITY

#### INTRODUCTION

RRHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by RRHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the Public Housing program:

- The applicant family must:
  - Qualify as a family as defined by regulation.
    - Where at least one member of the household is either a U.S. citizen or is an eligible non-citizen. (24 CFR Part 5, Subpart E).
    - Has an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately in RRHA offices.
    - The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) and the PHA is required to meet the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income). It is the policy of the RRHA to meet the income-targeting requirement.
  - Provides a Social Security number (SSN) for all family members that have a SSN or will provide written certification that they do not have Social Security numbers for anyone that is not declaring eligibility for the program;
  - Meets or exceeds the standards for the criminal background check;
  - Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy
  - Consent to RRHA collection and use of family information as provided for in RRHA provided consent forms.
- RRHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or RRHA.

This chapter contains three parts:

[Part I: Definitions of Family and Household Members](#). This part contains HUD and RRHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

[Part II: Basic Eligibility Criteria](#). This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

[Part III: Denial of Admission](#). This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause RRHA to deny admission.

## **PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS**

### **3-I.A. OVERVIEW**

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members, and explains HUD's eligibility rules.

### **3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.105(a)(2), 24 CFR 5.403, FR Notice 02/03/12, and Notice PIH 2014-20]**

The terms *family* and *household* have different meanings in the public housing program.

#### **Family**

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. RRHA has the discretion to determine if any other group of persons qualifies as a family.

*Gender Identity* means actual or perceived gender characteristics.

*Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

A household consisting exclusively of one or more full-time college students does not qualify as a family unless each individual in the household satisfies the following conditions:

The individual either must have established a household separate from his/her parents or legal guardians for at least one year prior to application for admission or must meet the U.S. Department of Education's definition of independent student.

The individual must not be claimed as a dependent by his/her parents or legal guardians pursuant to Internal Revenue Service (IRS) regulations.

#### **Household**

*Household* is a broader term that includes additional people who, with RRHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

### **3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY**

#### **Family Break-up**

Except under the following conditions, RRHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up.

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, RRHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section 16-VII.D of this plan.)
- If a court determines the disposition of property between members of the assisted family, RRHA is bound by the court's determination of which family members continue to receive assistance.

#### RRHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family, RRHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, RRHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, RRHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with section 16-VII.D of this ACOP; (4) any possible risks to family members as a result of domestic violence or criminal activity; and (5) the recommendations of social service professionals.

#### **Remaining Member of a Tenant Family [24 CFR 5.403]**

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

#### **3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]**

*Head of household* means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may not be designated as head of household.

### **3-I.E. SPOUSE, CO-HEAD, AND OTHER ADULT**

A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13].

*Spouse* means the marriage partner of the head of household.

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

Minors who are emancipated under state law may be designated as a co-head.

*Other adult* means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

### **3-I.F. DEPENDENT [24 CFR 5.603]**

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

#### **Joint Custody of Dependents**

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, RRHA will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

### **3-I.G. FULL-TIME STUDENT [24 CFR 5.603]**

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or co-head, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

### **3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, and FR Notice 02/03/2012]**

#### **Elderly Persons**

An *elderly person* is a person who is at least 62 years of age.

#### **Near-Elderly Persons**

A *near-elderly person* is a person who is 50-61 years of age.

#### **Elderly Family**

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for the elderly family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

### **3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/2012]**

#### **Persons with Disabilities**

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, RRHA will make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or RRHA's services.

#### **Disabled Family**

A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent RRHA from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter and in Chapter 13.

### **3-I.J. GUESTS [24 CFR 5.100]**

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near RRHA premises [24 CFR 966.4(f)].

A resident family must notify RRHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 7 consecutive days or a total of 14 cumulative calendar days during any 12 month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. The family must obtain written approval for the exception.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted or barred from the property are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

### **3-I.K. FOSTER CHILDREN AND FOSTER ADULTS**

*Foster adults* are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

Foster children and foster adults who are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

A *foster child* is a child who is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Children who are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

## **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, RRHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify RRHA before they move out of a unit in accordance with the lease and to give RRHA information about any family absence from the unit. Families must notify RRHA if they are going to be absent from the unit for more than thirty (30) consecutive days. A person with a disability may request an extension of time as a reasonable accommodation.

"Absence" means that no family member is residing in the unit.

### **3-I.L. ABSENT FAMILY MEMBERS**

Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness.

#### **Definitions of Temporarily and Permanently Absent**

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. It is the responsibility of the family to notify RRHA that the family member will be absent from the unit. Exceptions to this general policy are discussed below.

#### **Absent Students**

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to RRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

#### **Absences Due to Placement in Foster Care [24 CFR 5.403]**

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, RRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

#### **Absent Head, Spouse, or Co-head**

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

### **Individuals Confined for Medical Reasons**

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, RRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 30 consecutive days. The rent and other charges must remain current during this period.

RRHA will determine if the reason for incarceration is for drug-related or criminal activity that would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents. If the offense is drug related or criminal activity that violates the lease and relevant policy, the lease will be terminated.

### **Return of Permanently Absent Family Members**

RRHA will generally, not approve the return of any adult family member that has been permanently removed from the family composition. Exceptions may be made for medical hardship.

### **3-I.M. LIVE-IN AIDE**

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the person(s), (2) is not obligated for the support of the person(s), and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

RRHA will approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR 8.

A live-in aide is considered a household member but not a family member. The income of the live-in aide is not counted in determining the annual income of the family [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide may be made either orally or in writing. RRHA will verify the need for a live-in aide, if necessary, with a reliable, knowledgeable professional as provided by the family, such as a doctor, social worker, or case worker. For continued approval, the family may be required to submit a new, written request – subject to RRHA verification – at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

RRHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 966.4(d)(3)(i)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person has a history of drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to RRHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, RRHA will notify the family of its decision in writing.

## **PART II: BASIC ELIGIBILITY CRITERIA**

### **3-II.A. INCOME ELIGIBILITY AND TARGETING**

#### **Income Limits**

HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county.

#### **Types of Low-Income Families [24 CFR 5.603(b)]**

*Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

*Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

*Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

HUD also publishes over-income limits annually, but these are not used at admission. Over-income limits will be discussed in Chapter 13.

### **Using Income Limits for Eligibility [24 CFR 960.201]**

Income limits are used to determine eligibility at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family. **Using Income Limits for Targeting [24 CFR 960.202(b)]**

At least 40 percent of the families admitted from the RRHA waiting list to the public housing program during a fiscal year must be extremely low-income families. This is called the "basic targeting requirement."

If admissions of extremely low-income families to RRHA's housing choice voucher program during a fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against RRHA's public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during the RRHA fiscal year
- Ten percent of waiting list admission to RRHA's housing choice voucher program during the fiscal year
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

For discussion of how income targeting is used in tenant selection, see Chapter 4.

### **3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]**

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with RRHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

#### **Declaration [24 CFR 5.508]**

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

### ***U.S. Citizens and Nationals***

In general, citizens and nationals are required to submit only a signed declaration that claims their status. Family members who declare citizenship or national status will not be required to provide additional documentation unless RRHA receives information indicating that an individual's declaration may not be accurate.

### ***Eligible Noncitizens***

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with RRHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

### ***Ineligible Noncitizens***

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. RRHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

### **Mixed Families**

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of grievance hearing procedures.

### **Ineligible Families [24 CFR 5.514(d), (e), and (f)]**

RRHA will not provide assistance to any individual or family prior to the verification that the individual or at least one family member is eligible. [24 CFR 5.512(b),

When RRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request a grievance hearing with RRHA. The grievance hearing with RRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the grievance hearing process.

Grievance hearing procedures are contained in Chapter 14.

### **Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]**

For new occupants joining the resident family RRHA will verify the status at the time other eligibility factors are determined at the first interim examination.

If an individual qualifies for a time extension for the submission of required documents, RRHA will grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

### **3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2012-10]**

For every family member age 6 or older the family must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within the 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission. A detailed discussion of acceptable documentation is provided in Chapter 7.

*Note:* These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

RRHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

### **3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]**

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information.

Privacy Act Notice and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

RRHA will deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow RRHA to obtain information that RRHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)].

### **PART III: DENIAL OF ADMISSION**

#### **3-III.A. OVERVIEW**

A family that does not meet the eligibility criteria discussed in Parts I and II, will be denied admission.

In addition, HUD requires or permits RRHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. RRHA is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking [24 CFR 5.2005].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault or stalking
- Notice of eligibility or denial

#### **3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]**

RRHA is required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if RRHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that RRHA prohibits admission for a prescribed period of time after some disqualifying behavior or event, RRHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires RRHA to deny assistance in the following cases:

- If any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. RRHA will admit an otherwise-eligible family, if RRHA is able to verify that the household member who engaged in the criminal

activity has completed a supervised drug rehabilitation program approved by RRHA, or the person who committed the crime is no longer living in the household.

- If RRHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].
  - *Currently engaged in* is defined as any use of illegal drugs during the previous six months.
- If RRHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - In determining reasonable cause, RRHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity. RRHA will also consider evidence from treatment providers or community-based organizations providing services to household members.
- If any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- If any household member is subject to a lifetime registration requirement under a state sex offender registration program.

### **3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE**

HUD permits, but does not require, RRHA to deny assistance for the reasons discussed in this section.

#### **Criminal Activity [24 CFR 960.203(c)]**

RRHA is responsible for screening family behavior and suitability for tenancy. In doing so, RRHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, on or off the property within the past three years, the family will be denied admission:

- *Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of the drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

- *Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].
- Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].
- Criminal activity that may threaten the health or safety of RRHA staff, contractors, subcontractors, or agents.
- Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.
- Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past three years. A conviction for such activity will be given more weight than an arrest or an eviction. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

In making its decision to deny assistance, RRHA will consider the factors discussed in Section 3- III.E and 3-III.F. Upon consideration of such factors, RRHA may, on a case-by-case basis, decide not to deny assistance.

**Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]**

HUD authorizes RRHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, consideration will be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.F, RRHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault or stalking.

RRHA will deny admission to an applicant family if RRHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, including nonpayment of rent within the past three years, a pattern can be 1 Unlawful Detainer/ court awarded judgment in the past 3 years, [unpaid child support](#).
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three years which may adversely affect the health, safety, or welfare of other tenants
- Has a pattern of eviction from housing or termination from residential programs within the past three years (considering relevant circumstances)
- Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program
- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent

- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Has engaged in or threatened violent or abusive behavior toward RRHA personnel
  - *Abusive or violent behavior towards RRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
  - *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence

In making its decision to deny admission, RRHA will consider the factors discussed in Section 3- III.E and Section 3-III.F. Upon consideration of such factors, RRHA may, on a case-by-case basis, decide not to deny admission.

RRHA will consider the existence of mitigating factors, such as ~~loss of employment or other financial difficulties~~, [VAWA](#) before denying admission to an applicant based on the failure to meet prior financial obligations.

### **3-III.D. SCREENING**

#### **Screening for Eligibility**

RRHA is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists RRHA in complying with HUD requirements and RRHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records RRHA will require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

RRHA will not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

RRHA will perform criminal background checks for all adult household members.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, RRHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

RRHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

RRHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, RRHA will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If RRHA proposes to deny admission based on a criminal record or on sex offender registration information, RRHA will notify the household of the proposed action and will provide the subject

of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

***Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]***

RRHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when RRHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

*Drug Abuse Treatment Facility* means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

*Currently engaging in illegal use of a drug* means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use will expire automatically after RRHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by RRHA for information provided from a drug abuse treatment facility will not be passed on to the applicant or tenant.

RRHA will abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

**Screening for Suitability as a Tenant [24 CFR 960.203(c)]**

RRHA is responsible for the screening and selection of families to occupy public housing units. RRHA will consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

RRHA will consider the family's history with respect to the following factors:

- Payment of rent and utilities
- [Child support payment history](#)
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Criminal activity that is a threat to the health, safety, or property of others
- Behavior of all household members as related to the grounds for denial as detailed in Sections 3-III. B and C
- Compliance with any other essential conditions of tenancy
- Creating no health or safety hazards, and reporting maintenance needs in a timely manner;

### **Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]**

RRHA has a variety of resources available to them for determination of the suitability of applicants. Generally, RRHA should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

In order to determine the suitability of applicants RRHA will examine applicant history for the past three years. Such background checks will include:

- *Past Performance in Meeting Financial Obligations [including child support payments, Especially Rent](#)*
  - [PHA and landlord references for the past three years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.](#)
  - [Child support payment history. Does the family owe child support.](#)
  - Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)
  - If an applicant has no rental payment history RRHA will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may.
  - Applicants with no rental payment history will also be asked to provide RRHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.
  - If previous landlords or the utility company do not respond to requests from RRHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)
- *Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development*
  - PHA and landlord references for the past three years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

- Police and court records within the past three years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying activity.
- A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.
- Home visits may be used to determine the applicant's ability to care for the unit.

### **3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION**

#### **Evidence**

RRHA will use the preponderance of the evidence standard for making all admission decisions. *Preponderance of the 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 shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

#### **Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]**

HUD authorizes RRHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 3-III.B).

In the event RRHA receives unfavorable information with respect to an applicant, consideration will be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, RRHA may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

RRHA will consider the following facts and circumstances prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents' safety or property
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault or stalking
- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future
- While a record of arrest(s) will not be used as the basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in

disqualifying criminal activity. As part of its investigation, RRHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RRHA may also consider:

- Any statements made by witnesses or the applicant not included in the police report
  - Whether criminal charges were filed
  - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
  - Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity
- Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property
  - Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs
  - In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.

RRHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

### **Removal of a Family Member's Name from the Application**

Should RRHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration; RRHA will offer the family the opportunity to remove the ineligible family member from the household. The family must provide proof that the individual is residing at a different address, acceptable documentation will consist of utility bills or a dated and signed lease by the removed family member.

If the family is unwilling to remove that individual from the household, RRHA will deny admission to the family [Notice PIH 2012-28].

For other criminal activity, RRHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 960.203(c)(3)(i)].

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.

After admission to the program, the family must present evidence of the former family member's current address upon RRHA request. Acceptable documentation will consist of utility bills or a dated and signed lease by the removed family member after the residency ended in Public Housing.

### **Reasonable Accommodation [PH Occ GB, pp. 58-60]**

If the family includes a person with disabilities, RRHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, RRHA will determine whether the behavior is related to the disability. If so, upon the family's request, RRHA will determine whether alternative measures are appropriate as a reasonable accommodation. RRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.

### **3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

The Violence against Women Act of 2013 (VAWA) and the HUD regulation 24 CFR 5.2005(b) prohibit RRHA from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

#### **Notification**

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

#### RRHA Policy

RRHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under RRHA's policies.

While RRHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform RRHA that their status as a victim is directly related to the grounds for denial. RRHA will request that the applicant provide enough information to RRHA to allow RRHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim. RRHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16-VII.C of this ACOP, a notice of VAWA rights, and a copy of the form HUD-5382. RRHA will request in writing that an applicant wishing to claim this protection notify RRHA within 14 business days.

## **Documentation**

### ***Victim Documentation [24 CFR 5.2007]***

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault or stalking, RRHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16- VII.D of this ACOP.

### ***Perpetrator Documentation***

If the Perpetrator of the abuse is a member of the application family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit. The family must provide proof that the individual is residing at a different address, acceptable documentation will consist of utility bills or a dated and signed lease by the removed family member.
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

## **3-III.G. NOTICE OF ELIGIBILITY OR DENIAL**

RRHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 4-III.E.

If RRHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record will precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before RRHA can move to deny the application. In addition, a copy of the record will be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, RRHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact RRHA to dispute the information within that 10 day period, RRHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault or stalking are contained in Section 3-III.F

<b>EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES</b>
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**Person with Disabilities [24 CFR 5.403]**

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:  
 Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or  
 In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.6001(8)], which defines developmental disability in functional terms as:

**(A) In General**

The term *developmental disability* means a severe, chronic disability of an individual that:

- (i.) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii.) is manifested before the individual attains age 22;
- (iii.) is likely to continue indefinitely;
- (iv.) results in substantial functional limitation in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v.) reflects the individual’s need for a combination and sequence of special interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

**(B) Infants and Young Children**

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of the subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria late in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and it's of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

As used in this definition, the phrase:

1. Physical or mental impairment includes:
  - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
2. *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
3. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
4. *Is regarded as having an impairment* means:
  - a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

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

## Chapter 13

### LEASE TERMINATIONS

#### INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. RRHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by RRHA.

When determining RRHA policy on terminations of the lease, RRHA must consider state and local landlord-tenant laws in the area where the PHA (RRHA) is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by RRHA. It is presented in four parts:

[Part I: Termination by Tenant.](#) This part discusses the RRHA requirements for voluntary termination of the lease by the family.

[Part II: Termination by RRHA - Mandatory.](#) This part describes circumstances when termination of the lease by RRHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements.

[Part III: Termination by RRHA – Other Authorized Reasons.](#) This part describes RRHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes RRHA to terminate. For some of these options HUD requires RRHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options RRHA has full discretion whether to consider the options as just cause to terminate as long as RRHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that RRHA may consider in lieu of termination, and the criteria RRHA will use when deciding what actions to take.

[Part IV: Notification Requirements.](#) This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and RRHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

## **PART I. TERMINATION BY TENANT**

### **13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or RRHA central office or sent by pre-paid first-class mail, properly addressed.

If a family desires to move and terminate their tenancy with RRHA, they must give at least 30 calendar days advance written notice to RRHA of their intent to vacate. Written notice to vacate must be received no later than the 1st day of the month. Written notices to vacate received later than the first day of the month will be effective the 1st day of the following month. When a family must give less than 30-days' notice due to circumstances beyond their control RRHA, at its discretion, may waive the 30-day requirement.

The notice of lease termination must be signed by the head of household, spouse, or co-head.

## **PART II. TERMINATION BY RRHA – MANDATORY**

### **13-II.A. OVERVIEW**

HUD requires mandatory termination of the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute grounds for lease termination, but the lease termination is not mandatory. RRHA must establish policies for termination of the lease in these cases where termination is optional for RRHA.

For those tenant actions or failures to act where HUD requires termination, RRHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires RRHA to terminate the lease.

### **13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]**

RRHA will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination. See Chapter 7 for a complete discussion of consent requirements.

### **13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]**

RRHA will terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by RRHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

**13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS  
[24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2012-10]**

RRHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and RRHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, RRHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date RRHA determined the family to be noncompliant.

RRHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See Chapter 7 for a complete discussion of documentation and certification requirements.

**13-II.E. FAILURE TO ACCEPT RRHA'S OFFER OF A LEASE REVISION  
[24 CFR 966.4(l)(2)(ii)(E)]**

RRHA will terminate the lease if the family fails to accept RRHA's offer of a lease revision to an existing lease, provided RRHA has done the following:

- The revision is on a form adopted by RRHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- RRHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- RRHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to RRHA policies for offering lease revisions.

**13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]**

RRHA will immediately terminate the lease if RRHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Part 13-III.B. below for the HUD definition of premises.

**13-II.G. LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]**

Should RRHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, RRHA must immediately terminate assistance for the household member.

In this situation, RRHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, RRHA must terminate assistance for the household.

**13-II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS**  
**[24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]**

RRHA is prohibited from renewing the lease at the end of the 12 month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

**13-II.I. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2012-10]**

RRHA must immediately terminate the lease following the death of sole family member.

**PART III: TERMINATION BY RRHA – OTHER AUTHORIZED REASONS**

**13-III.A. OVERVIEW**

Besides requiring RRHA to terminate the lease under the circumstances described in Part II, HUD requires RRHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require RRHA to terminate for such violations in all cases. RRHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and RRHA may, as an alternative to termination, require the exclusion of the culpable household member. RRHA will adopt policies concerning the use of these options.

In addition, HUD authorizes RRHA to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. RRHA will develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of RRHA lease. In the development of the terms of the lease, RRHA will consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords RRHA wide discretion in some areas, a broad range of policies could be acceptable.

RRHA also has the option to terminate the tenancies of certain over-income families. RRHA may consider alternatives to termination and must establish policies describing the criteria RRHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps RRHA will take when terminating a family's lease.

**13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(l)(5)]**

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require RRHA to terminate for such violations in all cases, therefore RRHA policies are needed.

***Definitions [24 CFR 5.100]***

The following definitions will be used for this and other parts of this chapter:

*Affiliated individual* is defined in section 16-VII.B.

*Covered person* means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

*Dating violence* is defined in section 16-VII.B.

*Domestic violence* is defined in section 16-VII.B.

*Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

*Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

*Guest* means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant.

*Household* means the family and RRHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

*Other person under the tenant's control* means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

*Premises* mean the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

*Sexual assault* is defined in section 16-VII.B.

*Stalking* is defined in section 16-VII.B.

*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]**

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

RRHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

**Illegal Use of a Drug [24 CFR 966.4(I)(5)(i)(B)]**

The lease must provide that RRHA may evict a family when RRHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

RRHA will terminate the lease when RRHA determines that a household member is illegally using a drug or RRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

**Threat to Other Residents [24 CFR 966.4(I)(5)(ii)(A)]**

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including RRHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

RRHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including RRHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

*Immediate vicinity* means within a three-block radius of the premises.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III. F. Upon

consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

#### **Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]**

RRHA must establish standards that allow termination of tenancy if RRHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

RRHA will terminate the lease if RRHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

#### **Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]**

RRHA must establish standards that allow termination of tenancy if RRHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. RRHA will terminate the lease if RRHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

#### **Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]**

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations, and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual

assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [24 CFR 5.2005(c)(1)].

The lease may be terminated by RRHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);
- Repeated late payment of rent or other charges. Four late payments within a 12 month period shall constitute a repeated late payment.
- Failure to fulfill the following household obligations:
  - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
  - Not to provide accommodations for boarders or lodgers
  - To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose
  - To abide by necessary and reasonable regulations promulgated by RRHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease
  - To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety
  - To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition
  - Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent recertifications;
  - • Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
  - Inviting, allowing, or creating a situation that causes any person or persons who have been banned from RRHA property to be present on the RRHA property. An up-to-date banned list is maintained at the RRHA's main office.
  - Failure to maintain utility service to the unit.
  - Failure of the family with zero or negative rent to provide verifiable documentation on a monthly basis evidencing how the family is able to meet its monthly obligations.
  - • Failure to advise RRHA within ten (10) days of any criminal activity of any household member including, but not limited to, citations, arrests, indictments, convictions, placement on probation regardless of whether adjudication was withheld, charges were dropped for any drug related, violent criminal activity, or felony charge

- To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators
- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project
- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

### **13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(1)(2) and (5)(ii)(B)]**

HUD authorizes RRHA to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause".

#### **Other Good Cause [24 CFR 966.4(1)(2)(ii)(B) and (C)]**

HUD regulations state that RRHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit RRHA to only those examples. The Violence against Women Reauthorization Act of 2013 explicitly prohibits RRHA from considering incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as "other good cause" for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such violence [24 CFR 5.2005 (c)(1)].

RRHA will terminate the lease for- the following reasons:

- *Fugitive Felon or Parole Violator.* If a tenant is 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, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
- *Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
- Discovery of facts after admission to the program that would have made the tenant ineligible

- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for RRHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by RRHA that such a dwelling unit is available
- Failure to permit access to the unit by RRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
- Failure to promptly inform RRHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.
- Failure to abide by the provisions of RRHA pet policy
- If the family has breached the terms of a repayment agreement entered into with RRHA
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward RRHA personnel.
  - *Abusive or violent behavior towards RRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
  - *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

***Family Absence from Unit [24 CFR 982.551(i)]***

It is reasonable that the family may be absent from the public housing unit for brief periods. However, RRHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

The family must supply any information or certification requested by RRHA to verify that the family is living in the unit, or relating to family absence from the unit, including any RRHA-requested information or certification on the purposes of family absences. The family must cooperate with RRHA for this purpose.

The family must promptly notify RRHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar

days. In such a case promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, RRHA will terminate the lease for other good cause.

*Abandonment of the unit.* If the family appears to have vacated the unit without giving proper notice, RRHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, RRHA will secure the unit immediately to prevent vandalism and other criminal activity.

### **Over-Income Families [24 CFR 960.261; FR Notice 7/26/18]**

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, RRHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

RRHA also has discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

### RRHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, RRHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, RRHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the RRHA's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, RRHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. RRHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after RRHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with RRHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. RRHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

RRHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.

RRHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261 solely because they are over income.

### **13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY**

#### **Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]**

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that RRHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with RRHA policy.

Additionally, under the Violence against Women Reauthorization Act of 2013, RRHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.

RRHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon RRHA request. Acceptable documentation will consist of utility bills or a dated and signed lease by the removed family member after the residency ended in Public Housing.

#### **Repayment of Family Debts**

If a family owes amounts to RRHA, as a condition of continued occupancy, RRHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from RRHA of the amount owed. Exceptions to offering a family a repayment agreement include but are not limited to: situations where the family owes the RRHA more than \$10,000.00, where the family has committed program fraud, where entering into a repayment agreement would equal more than the families monthly income and where the family has established a pattern/history of not paying rent on time or currently owes the RRHA rental money. Repayment agreements will be offered only once in the tenant's participation with the program. Situations that require reasonable accommodations will be processed through the reasonable accommodation process. See Chapter 16 for policies on repayment agreements.

### **13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY**

RRHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.

#### **Evidence [24 CFR 982.553(c)]**

For criminal activity, HUD permits RRHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

RRHA will use the preponderance of the evidence standard for making all termination decisions.

*Preponderance of the 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 shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

### **Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]**

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that RRHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

RRHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property
- The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor or a person with disabilities or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault or stalking
- The effects that the eviction will have on other family members who were not involved in the action or failure to act.
- The effect on the community of the termination, or of RRHA's failure to terminate the tenancy
- The effect of RRHA's decision on the integrity of the public housing program
- The demand for housing by eligible families who will adhere to lease responsibilities
- The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action
- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future
- While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, RRHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RRHA may also consider:
  - Any statements made by witnesses or the participant not included in the police report
  - Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
- Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity
- Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

#### **Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]**

HUD authorizes RRHA to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, RRHA will consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program.

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

#### **Reasonable Accommodation [24 CFR 966.7]**

If the family includes a person with disabilities, RRHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, RRHA will determine whether the behavior is related to the disability. If so, upon the family's request, RRHA will determine whether alternative measures are appropriate as a reasonable accommodation. RRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

#### **Nondiscrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]**

RRHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

### **13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING [24 CFR 5.2005]**

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault or stalking. For general VAWA requirements and RRHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

### **VAWA Protections against Termination [24 CFR 5.2005(c)]**

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

### **Limits on VAWA Protection [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]**

While VAWA prohibits RRHA from using domestic violence, dating violence, sexual assault or stalking as the cause for a termination or eviction against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit RRHA’s otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault or stalking providing that RRHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.
- VAWA does not limit RRHA’s authority to terminate the tenancy of any public housing tenant if RRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. 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
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, RRHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize RRHA to terminate the victim’s assistance “only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat” [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions “predicated

on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents” [24 CFR 5.2005(d)(3)].

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, RRHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within an immediate time frame
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest RRHA’s determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

#### **Documentation of Abuse [24 CFR 5.2007]**

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, RRHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

RRHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases RRHA will document the waiver in the individual’s file.

#### **Terminating or Evicting a Perpetrator of Domestic Violence**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives RRHA the explicit authority to bifurcate a lease, or remove a household member from a lease, “ in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing” [FR Notice 8/6/13]. Moreover, HUD regulations impose on RRHA the obligation to consider lease bifurcation in circumstances involving domestic violence, dating violence, or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming RRHA’s authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if RRHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that RRHA must follow the same rules when terminating or evicting an

individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. However, perpetrators should be given no more than 30 days' notice of termination in most cases [Notice PIH 2017-08].

RRHA will bifurcate a family's lease and terminate the tenancy of a family member if RRHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, RRHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to RRHA by the victim in accordance with this section and section 16-VII.D. RRHA will also consider the factors in section 13.III.E. Upon such consideration, RRHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If RRHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, RRHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, RRHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

## **PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING**

### **13-IV.A. OVERVIEW**

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

### **13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]**

HUD authorizes RRHA to conduct criminal records checks on public housing residents for lease enforcement and eviction. RRHA policy determines when RRHA will conduct such checks.

RRHA will conduct criminal records checks when it has come to the attention of RRHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

RRHA may not pass along to the tenant the costs of a criminal records check.

### **13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]**

In conducting criminal record checks, if RRHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if RRHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, RRHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, RRHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of RRHA notice, to dispute the accuracy and relevance of the information. If the family does not contact RRHA to dispute the information within that 10 business day period, RRHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

### **13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]**

#### **Form, Delivery, and Content of the Notice**

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine RRHA documents directly relevant to the termination or eviction. If RRHA does not make the documents available for examination upon request by the tenant, RRHA may not proceed with the eviction [24 CFR 966.4(m)].

When RRHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with RRHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When RRHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by RRHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA, or for a drug-related criminal activity on or off the premises.

RRHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first class mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault or stalking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

### **Timing of the Notice [24 CFR 966.4(l)(3)(i)]**

RRHA will give written notice of lease termination of:

- 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days):
  - If the health or safety of other residents, RRHA employees, or persons residing in the immediate vicinity of the premises is threatened
  - If any member of the household has engaged in any drug-related criminal activity or violent criminal activity
  - If any member of the household has been convicted of a felony
- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

RRHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations RRHA will give 30-days' written notice or, if state or local law allows less than 30 days, such shorter notice will be given. As provided by the Virginia Landlord Tenant Act §55.248.31, if there is a material noncompliance by the tenant with the rental agreement or a violation materially affecting health and safety, RRHA will serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate on a date not less than 30 days after receipt of the notice if the breach is not remedied in 21 days.

The *Notice to Vacate* that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

### **Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]**

When RRHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

#### **Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]**

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with RRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for RRHA's informal hearing procedures.

#### **13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]**

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. RRHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, RRHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, RRHA will seek the assistance of the court to remove the family from the premises as per state and local law.

RRHA may not proceed with an eviction action if RRHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

#### **13-IV.F. NOTIFICATION TO POST OFFICE [24CFR 966.4(l)(5)(iii)(B)]**

When RRHA evicts an individual or family for criminal activity, including drug-related criminal activity, RRHA will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

#### **13-IV.G. RECORD KEEPING**

For more information concerning general record keeping, see Chapter 16.

A written record of every termination and/or eviction will be maintained by RRHA at the development where the family was residing, and will contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)
- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

## Chapter 16

### PROGRAM ADMINISTRATION

#### INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

[Part I: Setting Utility Allowances](#). This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of RRHA-furnished utilities.

[Part II: Establishing Flat Rents](#). This part describes the requirements and policies related to establishing and updating flat rent amounts.

[Part III: Repayment of Family Debts](#). This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which RRHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

[Part IV: Public Housing Assessment System \(PHAS\)](#). This part describes PHAS indicators, how RRHA is scored under PHAS, and how those scores affect RRHA.

[Part V: Record-Keeping](#). All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies RRHA will follow.

[Part VI: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level](#). This part describes RRHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

[Part VII: Violence against Women Act \(VAWA\): Notification, Documentation, and Confidentiality](#). This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

## PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]

### 16-I.A. OVERVIEW

RRHA must establish allowances for RRHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

RRHA must also establish surcharges for excess consumption of RRHA-furnished utilities [24 CFR 965.506].

RRHA will maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

HUD's Office of Public and Indian Housing (PIH) has issued Notice PIH 2018-19, providing implementation guidance on the minimum heating requirements in public housing units as required by the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The notice, dated November 2, sets forth the following requirements:

- PHAs in states, territories, or localities with existing minimum heating standards must use those local standards for public housing units. Roanoke does not have minimum heating standards.
- For PHAs where local minimum heating standards do not exist, the minimum temperature in each unit must be at least 68 degrees Fahrenheit if the PHA controls the temperature, or have the capability of heating to at least 68 degrees Fahrenheit if the tenant controls the temperature.

#### **Minimum Temperature Capability:**

- PHAs are allowed flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature. At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:
- The outside temperature reaches or drops below the design day temperature, or
- The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.

Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.

### 16-I.B UTILITY ALLOWANCES

RRHA will establish separate allowances for each utility and for each category of dwelling units RRHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of RRHA in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative

household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, and fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if RRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p. 138].

Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and siting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to RRHA about establishing utility allowances.

### **Air-Conditioning**

“If RRHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.” [24 CFR 965.505(e)]

RRHA has installed air-conditioning.

### **Utility Allowance Revisions [24 CFR 965.507]**

RRHA will review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

RRHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

Between annual reviews of utility allowances, RRHA will only revise its utility allowances due to a rate change, when required to by the regulation.

### **16-I.C. SURCHARGES FOR RRHA-FURNISHED UTILITIES [24 CFR 965.506]**

RRHA does have RRHA-furnished utilities.

### **16-I.D. NOTICE REQUIREMENTS [965.502]**

RRHA will give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Notify residents of the place where RRHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

### **16-I.E. CRITERIA AND PROCEDURES REGARDING INDIVIDUAL RELIEF FROM UTILITY ALLOWANCES [24 CFR 965.508]**

On request from a family that includes a disabled or elderly person, RRHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB. P. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172]

See chapter 2 for policies regarding the request and approval of reasonable accommodations.

This section establishes the criteria and procedures under which public housing residents may request a higher utility allowance or relief from surcharges for excess consumption of utilities pursuant to 24 CFR 965.508.

**Criteria:** RRHA may approve a higher utility allowance or grant relief from surcharges for excess consumption of utilities on reasonable grounds. Reasonable grounds include special needs of elderly, ill or disabled residents. Reasonable grounds also include other factors affecting utility usage not within the control of the resident. Reasonable grounds do not include utility usage that is within the resident's control. A higher utility allowance or relief from surcharges for excess consumption of utilities may be granted as a reasonable accommodation for a disability, which shall constitute reasonable grounds. See Chapter 2 for policies regarding the request and approval of reasonable accommodations. However, a resident need not be disabled or require a reasonable accommodation to receive relief.

The resident seeking relief must establish reasonable grounds. Relief may only be granted on a resident by resident basis. Relief granted to one resident shall not be binding on RRHA as to other residents or require relief for any other resident.

**Initial Contact:** RRHA's initial contact for requesting a higher utility allowance or relief from utility allowance surcharges on reasonable grounds is the Vice President of Housing.

**Procedures:** Relief may be requested by contacting the RRHA Vice President of Housing. Written requests for relief shall be mailed to 2624 Salem Turnpike, NW, Roanoke, VA 24017. The Vice President of Housing's phone number is 540-983-9281.

If the Vice President of Housing does not grant the relief sought, the resident may request a grievance hearing pursuant to the RRHA's Grievance Procedures for Public Housing Residents (RRHA ACOP, Chapter 14, Part III). However, the portions of those procedures regarding Informal Settlements of Grievance pursuant to 24 CFR 966.54 shall not apply to hearings under this Section.

## **PART II: ESTABLISHING FLAT RENTS**

### **16-II.A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how RRHA establishes and updates flat rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships and proration of rent for a mixed family are discussed in Chapter 6.

### **16-II.B. FLAT RENTS [24 CFR 960.253(b)] and Notice PIH 2017-23]**

#### **Establishing Flat Rents**

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, RRHA may set flat rents at no less than 80 percent of the applicable small area FMR (SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, RRHA must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits RRHA to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if RRHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, RRHA is required to submit a market analysis methodology that demonstrates the value of the unit. RRHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, RRHA must consider the following:

- Location
- Quality
- Unit Size
- Unit Type
- Age of the unit
- Amenities at the property and in immediate neighborhood

- Housing services provided
- Maintenance provided by RRHA
- Utilities provided by RRHA and/or landlord for (comparable units in the market study)
- The PHA must provide a corresponding key explaining the calculations used for determining the valuation for each factor.

RRHA must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH 2017-23. RRHA is now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.

### **Review of Flat Rents**

No later than 90 days after the effective date of the new annual FMRs/SAFMRs/unadjusted rent, RRHA must implement new flat rents as necessary based on changes to the FMR/SAFMR/unadjusted rent or request an exception.

If the FMR falls from year to year, RRHA may, but is not required to, lower the flat rent to 80 percent of the current FMR/SAFMR/unadjusted rent.

If the FMR/SAFMR/unadjusted rent is lower than the previous year, RRHA will reduce flat rents to 80 percent of the current FMR/SAFMR.

### **Posting of Flat Rents**

RRHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable RRHA or project office.

### **Documentation of Flat Rents [24 CFR 960.253(b)(5)]**

RRHA will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by RRHA in accordance with this method.

## **PART III: FAMILY DEBTS TO RRHA**

### **16-III.A. OVERVIEW**

This part describes RRHA's policies for recovery of monies owed to RRHA by families.

When an action or inaction of a resident family results in the underpayment of rent or other amounts, RRHA holds the family liable to return any underpayments to RRHA.

RRHA may enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When a family refuses to repay monies owed to RRHA, RRHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies

- Small claims court
- Civil law suit
- State income tax set-off program

## **16-III.B. REPAYMENT POLICY**

### **Family Debts to RRHA**

Any amount owed to RRHA by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, RRHA may offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, RRHA will terminate the family's tenancy in accordance with the policies in Chapter 13. RRHA will also pursue other modes of collection.

### **General Repayment Agreement Guidelines**

A Repayment Agreement as used in this Plan is a document entered into between RRHA and a person who owes a debt to RRHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to RRHA upon default of the agreement.

The maximum amount for which RRHA will enter into a repayment agreement with a family is \$5,000.00.

The maximum length of time RRHA will enter into a repayment agreement with a family is 12 months.

RRHA will not enter into a repayment agreement for any monies owed for less than \$250.00

### ***Payment Thresholds***

The minimum monthly amount of monthly payment for any repayment agreement is \$50.00.

### ***Execution of the Agreement***

Any repayment agreement between RRHA and a family must be signed and dated by RRHA and by the head of household and spouse/co-head (if applicable).

### ***Due Dates***

All payments are due by the close of business on the 5th day of the month. If the 5th does not fall on a business day, the due date is the close of business on the first business day after the 5th.

### ***Late or Missed Payments***

A payment will be considered to be in arrears if:

- The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, RRHA will:

- Require the family to pay the balance in full

- Pursue civil collection of the balance due and Terminate Tenancy

### ***No Offer of Repayment Agreement***

- RRHA will not enter into a repayment agreement with a family if: The family already has a repayment agreement in place.
- RRHA determines that the family has committed program fraud.
- RRHA determines the debt due to fraud or failure to report income is so large that it would take more than 12 months to repay.
- The monies owed exceed \$5,000.00
- The family owes rent to RRHA and is in arrears.
- The family has ever entered into a repayment agreement with RRHA. RRHA will only enter into one (1) agreement per family throughout the duration of the family's tenancy.

### **Repayment Agreements Involving Improper Payments**

Families who owe money to RRHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Families who have previously been granted repayment agreement and who owe money to RRHA due to the family's failure to report increases in income will be required to repay in a lump sum within thirty (30) days. If the family pays the amount in full within this time period, RRHA may continue assistance to the family. If the family does not pay RRHA will pursue eviction.

### **Program Fraud**

Families who owe money to RRHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

Families who owe money to RRHA due to program fraud will be required to repay the amount in full within 30 days. If the full amount is paid within this time period, and the family is still eligible, RRHA will continue assistance to the family.

Where appropriate, RRHA will refer the case for criminal prosecution.

### **Repayment Procedures for Program Fraud**

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- The maximum time period for a repayment agreement will be 12 months.
- The family will be required to pre-pay 25% of the amount owed prior to or upon execution of the repayment agreement.
- The minimum monthly payment will be \$50.00.

## **PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)**

### **16-IV.A. OVERVIEW**

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

#### **16-IV.B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, and E]**

The table below lists each of PHAS indicators, the points possible under each indicator, and a brief description of each indicator. RRHA's performance is based on a combination of all four indicators.

##### **Indicator 1: Physical condition of RRHA's projects**

###### **Maximum Score: 40**

- The objective of this indicator is to determine the level to which RRHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of RRHA's projects, inspections are performed for the following five major areas of each public housing project: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in each project in RRHA's public housing portfolio.

##### **Indicator 2: Financial condition of RRHA's projects**

###### **Maximum Score: 25**

- The objective of this indicator is to measure the financial condition of RRHA's public housing projects for the purpose of evaluating whether RRHA has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.
- RRHA's financial condition is determined by measuring each public housing project's performance in each of the following sub indicators: quick ratio, month's expendable net assets ratio, and debt service coverage ratio.

##### **Indicator 3: Management operations of RRHA's projects**

###### **Maximum Score: 25**

- The objective of this indicator is to measure certain key management operations and responsibilities of RRHA's projects for the purpose of assessing RRHA's management operations capabilities.
- Each project's management operations are assessed based on the following sub- indicators: occupancy, tenant accounts receivable, and accounts payable.
- An on-site management review may be conducted as a diagnostic and feedback tool for

problem performance areas, and for compliance. Management reviews are not scored.

#### **Indicator 4: Capital Fund**

##### **Maximum Score: 10**

- The objective of this indicator is to measure how long it takes RRHA to obligate capital funds and to occupy units.
- RRHA's score for this indicator is measured at the PHA level and is based on the following sub indicators: timeliness of fund obligation and occupancy rate.

#### **16-IV.C. PHAS SCORING [24 CFR 902Subpart F]**

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the sub indicators under each indicator. The PHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores. PHAS scores translate into a designation for each PHA as high performing, standard, substandard, or troubled.

A *high performer* is a PHA that achieves an overall PHAS score of 90 or greater, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A *standard performer* is a PHA that has an overall PHAS score between 60 and 89, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.

A *substandard performer* is a PHA that has an overall PHAS score of at least 60 percent and achieves a score of less than 60 percent under one or more of the physical, financial, or management indicators.

A *troubled performer* is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 50 percent of the total points available under the capital fund indicator.

These designations can affect RRHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].
- PHAs that are standard performers may be required to submit and operate under a corrective action plan to eliminate deficiencies in PHA's performance [24 CFR 902.73(a)(1)].
- PHAs that are substandard performers will be required to submit and operate under a corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(2)].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].

- PHAs that fail to execute or meet MOA requirements may be referred to the Assistant Secretary to determine remedial actions, including, but not limited to, remedies available for substantial default [24 CFR 902.75(g) and 24 CFR Part 907].

RRHA must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation [24 CFR 902.64(b)(2)].

## **PART V: RECORD KEEPING**

### **16-V.A. OVERVIEW**

RRHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, RRHA will ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

### **16-V.B. RECORD RETENTION**

RRHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

Notice PIH 2014-20 requires RRHA to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

- RRHA must keep confidential records of all emergency transfer requested under RRHA's Emergency Transfer Plan, and the outcomes of such requests, and retain the records for a period of three years, or for a period of time as specific in program regulations [24 CFR 5.2002(e)(12)].

RRHA will keep the last three years of the Form HUD-50058 and supporting documentation, and for at least three years after end of participation all documents related to a family's eligibility, tenancy, and termination. In addition, RRHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records as required by 24 CFR 35, Subpart B
- Documentation supporting the establishment of flat rents
- Documentation supporting the establishment of utility allowances and surcharges
- Documentation related to PHAS
- Accounts and other records supporting RRHA budget and financial statements for the program

- Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule
- Confidential records of all emergency transfers related to VAWA requested under RRHA's Emergency Transfer Plan and the outcomes of such requests
- Other records as determined by RRHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

## **16-V.C. RECORDS MANAGEMENT**

RRHA must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

All applicant and participant information will be kept in a secure location and access will be limited to authorized RRHA staff.

RRHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

### **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or RRHA may release the information collected.

### **Upfront Income Verification (UIV) Records**

RRHA accesses UIV data through HUD's Enterprise Income Verification (EIV) system and is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

Prior to utilizing HUD's EIV system, RRHA will adopt and implement EIV security procedures required by HUD.

### **Criminal Records**

RRHA may only disclose the criminal conviction records which RRHA receives from a law enforcement agency to officers or employees of RRHA, or to authorized representatives of RRHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

RRHA will establish and implement a system of records management that ensures that any criminal record received by RRHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to RRHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

RRHA will establish and implement a system of records management that ensures that any sex offender registration information received by RRHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to RRHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by RRHA other than under 24 CFR 5.905.

### **Medical/Disability Records**

RRHA is not permitted to inquire about the nature or extent of a person's disability. RRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If RRHA receives a verification document that provides such information, RRHA should not place this information in the tenant file. RRHA should destroy the document.

### **Domestic Violence, Dating Violence, or Stalking Records**

For requirements and RRHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see section 16-VII.E.

## **PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL**

### **16-VI.A. REPORTING REQUIREMENTS [24 CFR 35.1130(e) ; Notice PIH 2017-13]**

RRHA has certain responsibilities relative to children with elevated blood lead levels that are living in public housing.

RRHA will report the name and address of a child identified as having an elevated blood lead level (EBLL) to the public health department within five business days of being so notified by any other medical health care professional. RRHA will also report each known case of a child with an EBLL to the HUD field office.

RRHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

RRHA will provide written notice of each known case of a child with an EBLL to the HUD field office, and to HUD's Office of Lead Hazard Control (OLHCHH), within five business days of receiving the information.

## **PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY**

## 16-VII.A. OVERVIEW

The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and RRHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and RRHA policies are located in Chapter 3, “Eligibility” (sections 3-I.C and 3-III.F); Chapter 5, “Occupancy Standards and Unit Offers” (section 5-II.D); Chapter 8, “Leasing and Inspections” (section 8-I.B); Chapter 12, “Transfer Policy” (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, “Lease Terminations” (sections 13-III.F and 13-IV.D).

## 16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]

As used in VAWA:

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

- Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

## **16-VII.C. NOTIFICATION [24 CFR 5.2005(a)]**

### **Notification to Public**

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

RRHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

- A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)
- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)
- A copy of RRHA's emergency transfer plan (see Exhibit 16-3)
- A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (see Exhibit 16-4)
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)
- Contact information for local victim advocacy groups or service providers

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

RRHA is required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

RRHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-5382) at each of these three junctures.

#### RRHA Policy

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

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

RRHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. RRHA will also include such information in all lease termination notices (see section 13-IV.D).

RRHA is not limited to providing VAWA information at the times specified in the above policy. If RRHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases RRHA make alternative delivery arrangements that will not put the victim at risk.

#### RRHA Policy

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

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

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

#### **16-VII.D. DOCUMENTATION [24 CFR 5.2007]**

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

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

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

professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

RRHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA 2005 final rule].

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

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

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

#### **Conflicting Documentation [24 CFR 5.2007(e)]**

In cases where RRHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RRHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). RRHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to RRHA. RRHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to RRHA. If RRHA does not receive third-party documentation, and RRHA will deny or terminate assistance as a result, RRHA must hold separate hearings for the tenants [Notice PIH 2017-08].

If presented with conflicting certification documents from members of the same household, RRHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, RRHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of request to provide such documentation.

If RRHA does not receive third-party documentation within the required timeframe (and any extensions) RRHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, RRHA will hold separate hearings for the applicants or tenants.

#### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

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

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

**Failure to Provide Documentation [24 CFR 5.2007(c)]**

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

**16-VII.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]**

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

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

**EXHIBIT 16-1: SAMPLE Notice of Occupancy Rights Under the Violence Against Women Act, Form HUD-5380**

**City of Roanoke Redevelopment and Housing Authority**  
**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Public Housing Program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

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

**Protections for Tenants**

If you are receiving assistance under the Public Housing Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristics, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Removing the Abuser or Perpetrator from the Household**

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

If RRHA chooses to remove the abuser or perpetrator, RRHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RRHA must allow the tenant who is or has been a victim and other household members to remain in the unit for 30 days, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or find alternative housing.

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

### **Moving to Another Unit**

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

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If RRHA does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, RRHA may ask you for such documentation, as described in the documentation section below.
2. **You expressly request the emergency transfer.** RRHA may choose to require that you submit a form, or may accept another written or oral request.
3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

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

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

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

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

- A completed HUD-approved certification form given to you by RRHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds of protection.
- Any other statement or evidence that RRHA has agreed to accept.

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

If RRHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and name one or more of the other petitioning household members as the abuser or perpetrator), RRHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the

conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RRHA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

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

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

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

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

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

### **Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated**

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

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

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

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

### **Other Laws**

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

**Non-Compliance with the Requirements of This Notice**

You may report your PHA for violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with US Dept. of Housing & Urban Development; 600 E Broad Street, Room FL3-300; Richmond, VA 23219.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, RRHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your Site Manager. If you do not have the office number to the site, you may call the RRHA main number at 540-983-9281.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Domestic Violence Service Center 540-283-4813.

For help regarding sexual assault, you may contact Domestic Violence Service Center 540-283-4813 or Sabrina's Place -777-HOPE (Jo Nelson).

Victims of stalking seeking help may contact LGBTQ Partner Abuse and Sexual Assault - 866-356-6998 (Person on call) or Roanoke City Police Department - Frank Leftwich - Criminal Investigations / Special Victims Unit 540-853-5299.

Attachment: Certification form HUD-5382

**EXHIBIT 16-2: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation, Form HUD-5382**

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

- 1. Date the written request is received by victim: \_\_\_\_\_
- 2. Name of victim: \_\_\_\_\_
- 3. Your name (if different from victim's): \_\_\_\_\_
- 4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
- 5. Residence of victim: \_\_\_\_\_
- 6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
- 7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
- 8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
- 9. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EXHIBIT 16-3: RRHA Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Public Housing Program Version)**

**City of Roanoke Redevelopment and Housing Authority (RRHA)**

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

**Public Housing Program**

**Emergency Transfers**

City of Roanoke Redevelopment and Housing Authority (RRHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA)<sup>3</sup>, RRHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>4</sup> The ability of RRHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether RRHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the Public Housing and Housing Choice Voucher (HCV) programs are in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

<sup>3</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>4</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify RRHA's management office and submit a written request for a transfer to City of Roanoke Redevelopment and Housing Authority.

RRHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under RRHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

RRHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RRHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about RRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

RRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. RRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If RRHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, RRHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, RRHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Emergency Transfers: Public Housing Program**

If you are a participant in the public housing program and request an emergency transfer as described in this plan, RRHA will make exceptions to program regulations restricting moves as required.

At your request, RRHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public Housing program
- Housing Choice Voucher Program
- Multifamily (Hackley Apartments)
- Low Income Housing Tax Credits (LIHTC)

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, RRHA will refer you to organizations that may be able to further assist you.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**EXHIBIT 16-4: Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking HUD-5383**
**EMERGENCY TRANSFER**  
 2577-0286

**U.S. Department of Housing**

OMB Approval No.

**REQUEST FOR CERTAIN  
 VICTIMS OF DOMESTIC  
 VIOLENCE, DATING VIOLENCE,  
 SEXUAL ASSAULT, OR STALKING**
**and Urban Development**

Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_

\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**PART I: RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE AGREEMENT (LEASE)** is executed between the City of Roanoke Redevelopment and Housing Authority (RRHA), and \_\_\_\_\_ (Tenant), and becomes effective as of this date:

**1. Leased Premises:** Leased Premises: Apartment (Unit) No. \_\_\_\_\_ in the \_\_\_\_\_ housing development (Development) located at \_\_\_\_\_, in the City of Roanoke, Virginia (Leased Premises or Premises) consisting of \_\_\_\_\_ bedrooms. The Leased Premises consist of the Unit and porches, and building or complex or Development in which the dwelling unit (Unit) is located, including common areas and grounds.

RRHA, relying upon the statements, certifications, and other information provided by Tenant concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission and Continued Occupancy agrees to Lease to Tenant under the terms and conditions of this Lease the Premises designated above. By signing this Lease, Tenant acknowledges having read this Lease and having been given an opportunity to ask RRHA's representative questions about its terms, and agrees to abide by and perform all the covenants and obligations of Tenant under this Lease.

**2. Household Composition:** Tenant's household is composed of the individuals listed below. All members of the household age 18 and over shall execute the Lease.

- a. Additions to the household and/or lease will only be made by marriage, adoption or birth. Any additions to the household members named on the Lease, including Live-in Aides and foster children, require the advance written approval of RRHA. Such approval will be granted only if the new family members pass RRHA's screening criteria and a Unit of the appropriate size is available.

Tenant agrees to wait for RRHA's approval before allowing additional persons to move into the Premises. This includes Tenants planning to marry. RRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RRHA will be added to the household. Additions to the household and/or lease will only be made by marriage, adoption or birth. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which RRHA may terminate the Lease in accordance with Part II of the Lease.

Tenant shall report deletions (for any reason) from the household members named on the Lease to RRHA in writing, within ten (10) days of the occurrence. RRHA will not allow the removed household member to re-enter the household once they are removed.

Name and Gender (M or F)	Relationship and Date of Birth	Social Security
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

10.

AS USED IN THIS LEASE, A “GUEST” IS A PERSON TEMPORARILY STAYING IN THE UNIT OR ON THE PREMISES WITH THE CONSENT OF TENANT OR OTHER MEMBER OF THE HOUSEHOLD WHO HAS EXPRESS OR IMPLIED AUTHORITY TO SO CONSENT ON BEHALF OF TENANT.

AS USED IN THIS LEASE, “OTHER PERSON UNDER TENANT’S CONTROL” IS A PERSON, ALTHOUGH NOT STAYING AS A GUEST IN THE UNIT, IS, OR WAS AT THE TIME OF THE ACTIVITY IN QUESTION, ON THE PREMISES BECAUSE OF AN INVITATION FROM TENANT OR OTHER MEMBER OF THE HOUSEHOLD WHO HAS EXPRESS OR IMPLIED AUTHORITY TO SO CONSENT ON BEHALF OF TENANT.

AS USED IN THIS LEASE, THE TERM “COVERED PERSON” MEANS A TENANT, ANY MEMBER OF THE TENANTS HOUSEHOLD, GUEST OR ANY OTHER PERSON UNDER TENANT’S CONTROL”

### 3. Self-Sufficiency Program Requirements for Villages at Lincoln Tenants

Tenant is a resident of the Villages at Lincoln Development. Tenant is restricted to a five (5) year occupancy term, which RRHA and Tenant agree will terminate no later than . During the Lease term, the HOH and all adult household members over the age of 18 must participate in the Family Self-Sufficiency Program (FSS), pursuant to the Contract of Participation, attached hereto. Tenants living at the Villages at Lincoln whose HOH are disabled/exempt from participating in FSS but have adult family members over the age of 18 must participate in the required and mandated Family Self Sufficiency Program (FSS). ~~Community Service Requirement 8 hours per month.~~ In the event that Tenant is in breach of the terms of said Contract of Participation, or if Tenant chooses not to participate, ~~a thirty (30) day moving notice will be issued and Tenant and household members must vacate the premises.~~ RRHA shall transfer Tenant and household members to another public housing development at Tenant’s expense. If Tenant does not transfer, a thirty (30) day moving notice will be issued and Tenant and household members must vacate the Premises.<sup>[HP1]</sup>

Tenant will participate in the program indicated by an X below, unless exempt.

**Family Self-Sufficiency Program (FSS)**

Tenant is currently participating in the FSS program. ~~and~~ Tenant and RRHA have entered into the FSS Contract of Participation, a copy of which is attached hereto and incorporated herein by reference. Tenant must fulfill the requirements set forth in the Contract of Participation.

**Exemptions**

Tenant is exempt from participating in a self-sufficiency program for one of the following:

- 1. Tenant is disabled as defined by HUD.
- 2. Tenant is elderly as defined by HUD.

**RRHA may terminate the said Contract of Participation if:**

- a. Tenant and RRHA agree to terminate Contract of Participation;
- b. RRHA determines that Tenant has not fulfilled their responsibility under the Contract of Participation;
- c. Tenant withdraws from the self-sufficiency program; or
- d. RRHA may declare the Contract of Participation to be null and void if the resources and services necessary to complete the Contract of Participation are not available.

### 4. Self Sufficiency Participation for Tenants of Developments other than the Villages at Lincoln.

**Voluntary FSS Program Participation**

If checked, Tenant and adult household member(s) agree to voluntary participation in FSS Program, as described in paragraph (3) above.

**Community Service Requirement**

In the event that a resident of a development other than Villages at Lincoln elects not to participate in the FSS program, he/she and adult household member(s) must complete the necessary Community Service requirement as set forth in Part II of this Lease.

**5. Term:** The term of this Lease will be one calendar year, renewed as stipulated in Part II of the Lease. However, RRHA may not renew the Lease if any adult household member(s) has violated the requirement for performance of community service or participation in an economic self-sufficiency program as set forth in Part II of the Lease.

**6. Rent:** Rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$ \_\_\_\_\_ per month (if applicable) shall be paid to Tenant by RRHA.

This is the flat Rent for the Premises  This Rent is based on the income and other information reported by Tenant

**7. Utilities and Appliances: RRHA-Supplied Utilities:** If indicated by an (X) below, RRHA provides the indicated utility as part of the Rent for the Premises:

( ) Electricity ( ) Natural Gas ( ) Water ( ) Sewerage

If indicated by an (X) below, RRHA shall provide the following appliances for the Premises:

(X) Cooking Range (X) Refrigerator

**8. Utility Allowances: Tenant-Paid Utilities:** If indicated by an (X) below, RRHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities paid directly by Tenant to the utility supplier:

( ) Electricity

**9. Security Deposit:** Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. See Part II of this Lease for information on treatment of the Security Deposit.

**10. Lead Safety:** RRHA shall provide Tenant with a Lead Hazard Information Pamphlet and a Lead Disclosure Addendum.

**11. Execution:** By Tenant's signature below, Tenant and household members agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference or attachment.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and thoroughly explained to me/us.

_____	_____
Tenant	Date
_____	_____
Co-Tenant	Date
_____	_____
Adult Household Members	Date
_____	_____
Adult Household Members	Date

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---

Property Manager

---

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Date

## TENANT'S CERTIFICATION

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

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

### ATTACHMENTS:

If indicated by an (X) below, RRHA has provided Tenant with the following attachments and information:

- (     ) Part II of this Lease
- (     ) Pet Policy
- (     ) Standard Maintenance Charges (May be updated) (Posted in Property Manager's Office)
- (     ) Lead Hazard Information Pamphlet (X) Lead Disclosure Addendum
- (     ) Grievance Procedure (May be updated) (Posted in Property Manager's Office)
- (     ) Neighborhood Standards
- (     ) Contract of Participation
- (     ) Emergency Contact Sheet
- (     ) Other:

## PART II: TERMS AND CONDITIONS

**THIS PART II TO THE LEASE AGREEMENT**, hereinafter referred to as “Terms and Conditions” is between the City of Roanoke Redevelopment and Housing Authority, (RRHA) and Tenant named in Part I of this Lease (Tenant). [966.4 (a)]

### 1. Lease Term and Rent \_\_\_\_\_ / \_\_\_\_\_

- a. Unless otherwise modified or terminated in accordance with the provisions of this Lease, the Term shall be for twelve (12) months. The Term will be automatically renewed for the same period, except, RRHA may not renew the Lease if any adult household member has violated the requirement for performance of community service or participation in an economic self-sufficiency program. [966.4 (a)(2)(i)] Failure to participate in the mandated Family Self Sufficiency requirement at Villages at Lincoln may result in RRHA transferring you to another RRHA unit. Failure to transfer to another unit or correct the lease violation may result in RRHA’s issuance of a thirty (30) day moving notice and/or a notice of non-renewal of lease.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by RRHA in compliance with HUD regulations and requirements and in accordance with the then current RRHA’s Admissions and Continued Occupancy Policy [966.4 (c)].

- b. The Rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by RRHA in accordance with paragraph 6 of Part II or other applicable provisions of this Lease.

**Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities as described herein and includes all maintenance services due to normal wear and tear 966.4 (e)(1) & (3)].

When RRHA makes any change in the amount of Rent, RRHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by RRHA. If Tenant asks for an explanation, RRHA shall respond in a reasonable time [966.4 (c) (4)].

- c. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the leased Unit by Tenant and other household members listed on Part I the Lease, including reasonable accommodation of their guests [24CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests or any Other Person Under Tenant’s Control, inside the unit as well as anywhere on or near RRHA premises [24 CFR 966.4(f)].

With the prior written consent of RRHA, members of the household may engage in legal profit making activities in the Unit [966.4(d)(1) & (2)].

This provision permits reasonable accommodation of Tenant's guests or visitors for a period no longer than seven (7) consecutive days or a total of 14 cumulative calendar days during any twelve (12) month period. Tenants must notify RRHA when overnight guests will be staying in the unit more than three (3) days. Permission may be granted, upon written request to the Manager, for an extension of this provision [966.4 (d)(1)].

- a. A guest is a person who is not a Tenant and is present at the Property with the consent of a Tenant.

- b. The limitation does not apply to any live-in aide for a Tenant or a Household Member if such live-in aide is approved for occupancy in the unit by PHA. Live-in aides, however, will not have any rights to continue living in the Property if the Tenant or Household Member assisted by the live-in aide ceases to live at the Property.

Guests who represent the unit address as their residence address for receipt of benefits or any other purpose will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

- d. Ability to comply with Lease terms: If, during the Term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and RRHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, RRHA will assist Tenant, or designated member(s) of Tenant's household or Emergency Contact to find more suitable housing and move Tenant from the Unit. If there are no such person(s) who can or will take responsibility for moving Tenant, RRHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify an Emergency Contact to be contacted if they become unable to comply with lease terms.

## 2. Other Charges \_\_\_\_\_/\_\_\_\_\_

In addition to Rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of charges are specified in Part I of this Lease Agreement. Additionally, other charges may include [966.4 (b)(2)]:

- a. Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the Unit, common areas or grounds beyond normal wear and tear, caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. When RRHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by RRHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to RRHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [966.4 (b)(2)].
- b. Excess Utility Charges --At developments where utilities are provided by RRHA, a charge shall be assessed for excess utility consumption according to RRHA's current posted schedule. This charge does not apply to Tenants who pay their utilities directly to a utility supplier [966.4 (b)(2)].
- c. Late Charges -- The Tenant agrees that all rent and other charges are due and payable in advance on the first (1<sup>st</sup>) day of each month. Payments which are not received by RRHA by the close of business on the fifth calendar day of the month will be considered delinquent. The tenant agrees to pay a ten dollar (\$10.00) late charge if all rent and other charges due on the first of each month are not received by RRHA by the close of business on the fifth (5<sup>th</sup>) calendar day of the month. RRHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges, in addition to Rent, are due no sooner than two weeks after Tenant received RRHA's written notice of the charge. Payments which are late will be accepted by RRHA with reservation.
- d. Returned Check Charges -- If the Tenant pays rent and other charges with a check that is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of ten dollar (\$10.00) will be charged to the Tenant. The fee will be due and payable fourteen (14) days after billing. RRHA shall require Tenant to pay by certified check or money order if Tenant's bank has returned one or more personal checks unpaid within twelve (12) months.

## 3. Payment Location \_\_\_\_\_/\_\_\_\_\_

Rent and other charges must be paid at the Management Office of the apartment complex in which the Tenant resides. Rent must be paid by check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by certified check or money order.

#### 4. Security Deposit \_\_\_\_\_ / \_\_\_\_\_

- a. **Tenant Responsibilities:** Tenant agrees to pay, upon occupancy, a Security Deposit equal to \$100.00. The dollar amount of the Security Deposit is noted on Part I of this Lease [966.4 (b)(5)].
- b. **RRHA's Responsibilities:** RRHA will use the Security Deposit plus any interest earned at the termination of this Lease:
  - (1) To pay the cost of any Rent or any other charges owed by Tenant at the termination of this Lease.
  - (2) To reimburse the cost of cleaning or repairing any damages to the apartment and any equipment on the premises beyond normal wear and tear to the Unit caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.
  - (3) If the Tenant transfers to another unit, RRHA will transfer the security deposit to the new unit of the Tenant. The Tenant will be billed for any maintenance or other charges due for the "old" unit.

The Security Deposit may not be used to pay Rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated and RRHA has inspected the Unit.

The return of a Security Deposit shall occur within thirty (30) days after Tenant vacates the Premises. RRHA agrees to return the Security Deposit to Tenant when he/she vacates, so long as no deductions are owed and Tenant furnishes RRHA with a forwarding address. If any deductions are to be made, RRHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on the Security Deposit which Management holds for thirteen (13) months or longer.

#### 5. Utilities and Appliances [966.4 (b)(1)] \_\_\_\_\_ / \_\_\_\_\_

- a. **RRHA Supplied Utilities:** If indicated by an (X) on Part I, RRHA will supply the indicated utility. RRHA will not be liable for the failure to supply any utility service for any cause whatsoever beyond RRHA's control. The charges for excess utility consumption are not due and collectible until two (2) weeks after RRHA gives written notice of the charges. Notices of excess utility charges will be mailed quarterly and are considered notices of adverse action under this Lease.

If indicated by an (X) on Part I of the Lease, RRHA will provide a cooking range and refrigerator. Other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of RRHA [966.4(b)(2)].

- b. **Tenant-paid Utilities:** If Tenant resides in a development where RRHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of Unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, RRHA will pay a Utility Reimbursement each month [5.632].

RRHA may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised Utility Allowance along with any resultant changes in Rent or utility reimbursement [965.473 (c)].

If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the entire bill to the supplier. If Tenant's actual utility bill is LESS than the Utility Allowance, Tenant shall receive the benefit of such savings.

- c. **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by RRHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating

utilities or fuels [966.4 (f)(8)]. Tenant also agrees to abide by any local ordinance or RRHA Policy restricting or prohibiting the use of space heaters.

**6. Hearing Officer Selection Policy:** \_\_\_\_\_ / \_\_\_\_\_

The RRHA will provide an informal hearing before a Hearing Officer or designated substitute. The Hearing Officer or designated substitute will not be any person who made or approved the determination under review or a subordinate of those persons, but may be an officer or employee of the RRHA. Such individuals do not need legal training. The RRHA Executive Director or designee will appoint the Hearing Officer subject to the requirements herein. When the term Hearing Officer is used throughout the Grievance Procedure, this refers to the Hearing Officer or designated substitute.

When available, a panel comprised of the RRHA Hearing Officer and a resident/participant in RRHA's assisted housing programs will conduct the hearing. To serve on a hearing panel, residents or participants must be in good standing with regard to Public Housing lease requirements or HCV program obligations and have no relationship to the person or family who has requested the hearing. RRHA will consult with resident organizations before appointing residents or participants to serve on a hearing panel.

**7. Redetermination of Rent, Dwelling Size and Eligibility:** \_\_\_\_\_ / \_\_\_\_\_

Monthly Rent as shown in Part I of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular Rent determinations, unless there is a change in household income or household composition. Rent formulas or procedures are changed by Federal law or regulation.

- a. **Annual Recertification of Rent:** RRHA will conduct an annual reexamination of income, family composition and community service requirement compliance at least once a year for all Tenants paying income-based rent. RRHA will conduct a reexamination of family composition at least annually and an annual review of community service requirement compliance for families who pay flat rent and must conduct a reexamination of family income at least once every three (3) years [24 CFR960.257(a)(2)]. Tenant agrees to supply RRHA, when requested, with accurate information about household composition, age of household members, income and source of income of all household members, assets, community service activities and related information necessary to determine eligibility, annual income adjusted income, Rent, and whether the family is overcrowded or over-housed according to RRHA policy. Failure to supply such information when requested is a serious violation of the terms of the Lease and RRHA may terminate the Lease. All information must be verified. Tenant agrees to comply with RRHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [24 CFR 966.4 (c)(2)].

When RRHA determines the amount of Rent payable by Tenant or determines that Tenant must transfer to another Unit based on household composition, RRHA shall notify Tenant that he/she may ask for an explanation stating the specific grounds of RRHA's determination and may request a hearing under RRHA's Grievance Procedure should Tenant disagree with RRHA's determination. This determination will be made in accordance with the current Admissions and Continued Occupancy Policy, which is publicly posted in the Site Manager's Office and available for examination by Tenant during RRHA's normal business hours. A copy of such policy may be furnished on request at the expense of the person making the request.

- b. **Family Choice of Payment:** RRHA must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, RRHA must provide the flat rent information along with the income based rent information annually. At the time of leasing or as part of the recertification process, the family must complete and sign the Family Choice of Payment.

- c. **Flat Rents [24 CFR 960.253(b)]:** There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by RRHA is the amount the family pays. Changes in family income, expense, or composition will not affect the flat rent amount because it is outside the income-based formula.
- d. **Interim Reexamination of the Rent:** The Tenant agrees to report any change in family composition or earned income, including new employment to the Management Office in which they reside or the Management Office responsible for their community within ten (10) calendar days of the occurrence of such a change. Based on the type of change reported, RRHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within ten (10) business days of receiving a request from RRHA. This time frame may be extended for good cause with RRHA approval. RRHA will accept required documentation by mail, by fax or in person. Failure to report a change within the required time frame, or failure to provide all required information within the required time frame will result in a retroactive Rent charge. (Information with respect to any other addition to Tenant's household shall be provided to RRHA in advance as required by Part I of Lease.) This Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the Unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the household for the size Unit it is currently occupying. Rent will not change during the period between regular reexaminations unless, during such period, any of the following takes place:
  - a. Change in household composition (Additions to the household and/or lease will only be made by marriage, adoption or birth).
  - b. Increase in earned income, including new employment.
  - c. For families receiving the Earned Income Disallowance (EID), RRHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income and at the conclusion of the second 12 month exclusion period (50 percent phase-in period)
  - d. If the family has reported zero income, RRHA will conduct an interim reexamination every three (3) months as long as the family continues to report that they have no income.
  - e. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months (e.g. seasonal or cyclic income), RRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
  - f. If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification and third-party verification becomes available.
  - g. Rent formulas or procedures are changed by Federal law or regulation.
  - h. If it is necessary to correct an error in a previous reexamination or in response to an intentional, negligent or fraudulent statement regarding family composition or income.
  - i. A Tenant may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. RRHA will process the request if the family reports a change that will result in a reduced family income.
- e. **Changes in Rent will be made as follows:**
  - (1) Tenant agrees to pay any increase in Rent resulting from an interim reexamination or an annual recertification on the first of the month following a thirty (30) day notice to the Tenant. If a Tenant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.
  - (2) A decrease in Rent resulting from a decrease in household income will be effective on the first (1<sup>st</sup>) day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have come effective, the change will be made retroactively.

- (3) Tenant agrees to pay any increase in Rent resulting from the implementation of changes in Rent computation or increases due to changes in regulations, policy or procedures required by the United States Department of Housing and Urban Development.
- (4) In the case of a Rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in earned income, including new employment (after a reduction in Rent per the Flat Rent Policy), the Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.

f. **Transfers** [966.4 (c)(3)]

- (1) **Emergency Transfers:** If a dwelling unit is damaged to the extent that it poses an immediate, verifiable threat to the life, health or safety of the Tenant or Tenant family members that cannot be repaired or abated within 24 hours, RRHA will provide temporary accommodations to the Tenant by arranging for temporary lodging. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, RRHA will transfer the Tenant at RRHA's expense to the first available and appropriate unit after the temporary relocation.

- (2) **RRHA Required Transfers:**

- (a.) Tenants without disabilities that are housed in an accessible Unit with special features agree to transfer at RRHA's expense to a Unit without such features within thirty (30) days when either a current Tenant or an applicant needs the features of the units and there is another unit available for the non-disabled family.
- (b.) RRHA may require a Tenant to transfer when an annual recertification indicates that there has been a change in family composition, and the Tenant household size has changed and the Tenants household is now too large (overcrowded) or too small (over-housed) for the unit occupied. If the Tenant was initially placed in an inappropriately sized unit at lease-up, where the Tenant is over-housed, to prevent vacancies, the Tenant agrees to transfer to a unit of an appropriate size based on RRHA's occupancy standards, when RRHA determines there is a need for the transfer at the Tenant's expense.
- (c.) RRHA will relocate Tenant into another Unit at RRHA's expense if it is determined necessary for disposition, revitalization, rehabilitate or demolish Tenant's Unit.

(d.) Tenants who reside at the Villages at Lincoln agree that when the five (5) year lease period expires, or in the event the Tenant is in breach of the terms of their Contract for Participation, or chooses not to participate in the Self-Sufficiency Program, the Tenant will be required to ~~vacate-transfer~~ from the Village at Lincoln. If the Tenant and household members are unable to find other suitable housing, Tenant and household members agree to transfer to another public housing development at the Tenant's expense.

~~(d.)~~(e.) A RRHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, RRHA may not take action on the transfer until the conclusion of the grievance process.

(f.) The reasonable costs of transfers paid by RRHA, include the cost of packing, moving and unloading. Rather than reimbursing the family for eligible, reasonable expenses related to the move, RRHA will either complete the move, or make arrangements and pay for the move.

- (3) **Tenant Requested Transfer:** RRHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

**7. RRHA Obligations** [966.4 (e)] \_\_\_\_\_/\_\_\_\_\_

- a. To maintain the Unit and the Development in decent, safe and sanitary condition; [966.4 (e)(1)]
- b. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- c. To make necessary repairs to the Unit; [966.4 (e)(3)]
- d. To keep Development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by RRHA; [966.4 (e)(5)]
- f. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- g. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the Unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- h. To notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another Unit, change in amount of Rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When RRHA is required to afford Tenant the opportunity for a hearing under RRHA Grievance Procedure for a Grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with Code of Federal Regulations Part 966 shall constitute adequate notice of proposed adverse action. See paragraph 13 of this Lease.
  - (2) In the case of a proposed adverse action other than a proposed Lease termination, RRHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the Grievance process has been completed. [966.4 (e)(8)]

**8. Tenant's Obligations:** \_\_\_\_\_/\_\_\_\_\_

NOTICE: UNDER THIS LEASE, TENANT SHALL BE HELD RESPONSIBLE FOR THE ACTIONS OF PERSONS WHO ARE NOT MEMBERS OF TENANT'S HOUSEHOLD IF SUCH PERSONS ARE GUESTS OF TENANT OR GUEST OF A MEMBER OF TENANT'S HOUSEHOLD OR OTHER PERSON(S) UNDER TENANT'S CONTROL. VIOLATION OF THIS LEASE BY SUCH PERSONS SHALL RESULT IN TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

IF THE PROHIBITED ACTIONS INVOLVE CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, GUESTS, OR OTHER PERSONS UNDER TENANT'S CONTROL, ARREST OR CONVICTION FOR SUCH ACTIONS IS NOT NECESSARY FOR SUCH ACTIONS TO CONSTITUTE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

**a. Tenant shall be obligated:**

- (1) Not to assign the Lease or sublease the Unit [966.4 (f)(1)].
- (2) (a) Not to give accommodation to boarders or lodgers [966.4 (f)(2)].
- (b) Not to give accommodation to long-term Guests (in excess of seven (7) consecutive days or a total of fourteen (14) cumulative calendar days during any twelve (12) month period) without the advance written consent of RRHA. A Tenant's family must notify RRHA when overnight guests will be staying in the unit more than three (3) days.
- (c) Not to give accommodations to any former Tenant previously evicted from another RRHA Development or Property.

- (3) To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose [966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodation of such persons conforms to RRHA's occupancy standards, and so long as RRHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the Unit [966.4 (d)((3)(i))].
- (4) To abide by necessary and reasonable regulations publicized by RRHA for the benefit and well-being of the Development and Tenants. These regulations shall be posted in a conspicuous manner in the Site Manager's Office. Violation of such regulations constitutes a violation of the Lease [966.4 (f)(4)].
- (5) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household [966.4 (f)(5)].
- (6) To keep the Unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes removing snow and keeping front and rear entrances and walkways of the Unit free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement will be made for Tenants who have no household members able to perform such tasks because of age or disability [966.4 (g)].
- (7) To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by RRHA [966.4(f)(7)].
- (8) To refrain Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control from littering or leaving trash and debris in common areas.
- (9) To abstain from operating cooking equipment including barbeques, grills, fire pits and the like on porches or balconies and never in the front yard. Used charcoal must never be unattended and must be completely extinguished before leaving equipment. Any such equipment must only be operated outside and at a safe distance from dwelling units.
- (10) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [966.4(f)(8)].
- (11) To refrain from, and to cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control, to refrain from destroying, defacing, damaging, or removing any part of Unit or Development [966.4 (f)(9)].
- (12) To take every reasonable precaution to prevent fires.
- (13) Not to install in the Unit other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., without written approval of RRHA.
- (14) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Unit, Development buildings, facilities, or common areas caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control [966.4(f)(10)].
- (15) To act and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to act in a manner that will:
  - (a) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (b) Be conducive to maintaining all RRHA developments in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (16) (a) To assure that no Tenant, member of Tenant's household or Guest engages in:
  - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
  - (ii) Any drug-related criminal activity on or off the Premises.
  1. To assure that no Other Person Under Tenant's Control engages in:
    - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
    - (ii) Any drug-related criminal activity on the Premises.
  2. To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other residents.
  3. Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug, or controlled substance as defined in the Controlled Substances Act [21 U.S.C. 802].

- (17) To make no alterations or repairs or redecorations to the interior of the Unit or to the equipment, nor to install additional equipment or major appliances without written consent of RRHA. To make no changes to locks or install new locks on exterior doors without RRHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers accepted) without authorization by RRHA.
- (18) To abstain from use of wading pools, swimming pools, trampolines and swing sets. Such items are not allowed on the property.
- (19) To give prompt prior notice to RRHA, in accordance with paragraph 14, Notices and Notice Procedures, of Tenant's leaving Unit unoccupied for any period exceeding one (1) calendar week.
- (20) To act in a cooperative manner with neighbors and RRHA Staff. To refrain from and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from acting or speaking in an abusive or threatening manner toward neighbors and RRHA staff.
- (21) Not to display, use, or possess or allow Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Virginia anywhere on the Premises or other property, developments or complexes owned or managed by RRHA.
- (22) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.
- (23) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Unit.
- (24) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the Unit, except in accordance with regulations set forth by RRHA with the written approval of RRHA.
- (25) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from RRHA.
- (26) To refrain from, and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Unit except in accordance with RRHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (27) To remove from RRHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by RRHA. Any inoperable or unlicensed vehicle as described above will be removed from RRHA property at Tenant's expense. Automobile repairs are not permitted on RRHA development or property.
- (28) To use reasonable care to keep his/her Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY RRHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER UNIT**, and of known unsafe or unsanitary conditions in the Unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (29)
  - (a) Not to commit any fraud in connection with any Federal housing assistance program, and
  - (b) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (30) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (31) For each adult in Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by RRHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. Tenants living at the Villages at Lincoln whose HOH are disabled but

have adult family members over the age of 18 must participate in the mandated Family Self Sufficiency program ~~required Community Service Requirement 8 hours per month.~~

- (32) Not to knowingly or intentionally violate school truancy laws by failing to take reasonable measures to encourage and promote school attendance by all school-aged members of Tenant's household.
- (33) Not to engage in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
- (34) Not to engage in family abuse as defined in Virginia Code Section 16.1-228.
- (35) Tenant is responsible for any personal belongings, which are damaged or destroyed by natural disaster or other circumstances which are beyond the control of RRHA. RRHA will not be liable for any damage or injury to the person or property of Tenant, Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused or contributed to directly or indirectly by or from any interruption of utilities, defects in structure, appliances, electrical wiring, plumbing, heating or by fire, smoke, water, wind, or acts of nature or other occurrences unless such injury, loss or damage is caused by the negligence of RRHA. RRHA will not be responsible for any accident, assault, burglary, vandalism or other crimes to Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. All goods and chattels placed or stored in or about the Premises are at the risk of Tenant. RRHA strongly recommends that Tenant secure renter's insurance to protect against such loss, damage or injury.

#### **9. Abandonment of the Premises; Abandoned Property and Furnishings \_\_\_\_\_/\_\_\_\_\_**

Tenant shall be presumed to have abandoned the Premises if Tenant is absent from the Premises for eight (8) consecutive days from date of discovery by RRHA of Tenant's absence, and Tenant has not notified RRHA in writing in advance of an intended absence as provided in this Lease. If the Premises is abandoned, this Lease shall be deemed terminated on the date RRHA determines abandonment to have occurred, and RRHA may re-lease the Premises.

If any items of personal property are left in the Premises, after this Lease has terminated and the Premises have been delivered to RRHA, or after RRHA deems that an abandonment of the Premises has occurred, RRHA may consider such property to be abandoned. RRHA shall issue a termination notice to the tenant in accordance with Va. Code Section 55-248.38:1, which includes a statement that any items of personal property left in the premises would be disposed of within the twenty-four (24) hour period after termination. Upon expiration of said 24 hour period, RRHA may dispose of the abandoned property as RRHA deems fit or appropriate. The tenant shall have the right to remove the Tenant's personal property from the premises at reasonable times during the twenty-four hour period after termination. During the twenty-four hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord shall not have any liability for the risk of loss for such personal property. Any funds received by RRHA on disposition of the abandoned property shall be applied to pay any amounts due RRHA by Tenant, including the reasonable costs incurred by RRHA in selling, storing or safekeeping the property. RRHA shall treat any funds remaining after such application as security deposits are treated hereunder.

**RRHA RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE OR NEXT OF KIN EXECUTES THE PROPER RECEIPTS REQUIRED BY RRHA FOR TENANT'S PERSONAL PROPERTY.**

Such property shall be handled, stored and (if necessary) disposed of as provided above for abandoned property, and all storage costs incurred by RRHA shall be repaid by Tenant prior to the removal of the property.

Tenant agrees to supply RRHA with Emergency Contact Sheet, which designates an adult person as Tenant's agent to be responsible for removal of Tenant's personal property in the event of the death or incapacity of Tenant, or in the event that this Lease is terminated by RRHA and Tenant

is otherwise unavailable. The Emergency Contact Sheet is attached hereto and incorporated herein by reference.

**10. Defects Hazardous to Life, Health or Safety** [966.4 (h)] \_\_\_\_\_/\_\_\_\_\_

In the event that the Unit is damaged to the extent that conditions are created that is hazardous to the life, health, or safety of the occupants:

**a. RRHA Responsibilities:**

- (1) RRHA shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (2) RRHA shall offer Tenant a replacement Unit, if available, if necessary repairs cannot be made within a reasonable time. RRHA is not required to offer Tenant a replacement Unit if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused the hazardous condition. [966.4 (h)(3)]
- (3) In the event RRHA, as described above cannot make repairs, and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of Rent shall occur if Tenant rejects alternative accommodations or if Tenant, any member of Tenant's household, Guest or any Other Person under Tenant's Control caused the damage. [966.4 (h)(4)]
- (4) If RRHA determines that the Unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any Rent paid will be refunded to Tenant less any deductions for Rent or any other charges owed by Tenant.

**b. Tenant Responsibilities:**

- (1) Tenant shall immediately notify the Site Manager of the damage and intent to abate Rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating Rent. [966.4 (h)(1)]
- (2) Tenant agrees to continue to pay full Rent, less the abated portion agreed upon by RRHA, during the time in which the defect remains uncorrected.
- (3) Tenant shall accept any replacement Unit offered by RRHA.
- (4) Tenant agrees to immediately notify the RRHA of any damages to the premises causing a hazard to life, health, or safety. The Tenant agrees to notify RRHA of damages to the Tenant's apartment and of unsafe conditions in the common areas and grounds of the apartment community.
  - (a) Tenant will immediately notify RRHA of any smoke detector malfunction.
  - (b) Tenant agrees to properly maintain the unit to prevent mold and mildew. Tenant acknowledges that it is necessary for Tenant to keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Tenant agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the ventilation or air-conditioning ducts in the Units. Tenant also agrees to report immediately to RRHA:
    - (i) Any evidence of water leak or excessive moisture in the Unit as well as in any storage room, or other common area;
    - (ii) Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
    - (iii) Any failure or malfunction in the ventilation or air-conditioning system in the Unit; and
    - (iv) Any inoperable windows or doors.
  - (c) Tenant further agrees that Tenant shall be responsible for damage to the Unit and RRHA property as well as personal injury to Tenant and member of Tenant's household directly resulting from Tenant's failure to comply with these terms.
  - (d) The tenant agrees not to block any window, door, or electrical breaker box.

- (e) Tenant agrees not to create tripping hazards from the installation of cable, telephone or computer wires.
- (e) Tenant agrees to pay for fire damage to the Unit or RRHA property caused by any fire, which the Roanoke City Fire Department determines in its official reports, was due to the negligence or fault of the Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.

### 11. Move-in and Move-out Inspections \_\_\_\_\_/\_\_\_\_\_

- a. Move-in Inspection: RRHA and Tenant or representative shall inspect the Unit prior to occupancy by Tenant. RRHA will give Tenant a written statement of the condition of the Unit, both inside and outside, and note any equipment provided with the Unit. The statement shall be signed by RRHA and Tenant and a copy of the statement retained in Tenant's folder. RRHA will correct any deficiencies noted on the inspection report, at no charge to Tenant. [966.4 (i)]
- b. Move-out Inspection: RRHA will inspect the Unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to RRHA. [966.4 (i)]

### 12. Entry of Premises During Tenancy \_\_\_\_\_/\_\_\_\_\_

#### a. Tenant Responsibilities—

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of RRHA will be permitted to enter Tenant's dwelling during reasonable hours (8:30 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Unit, or showing the Unit for re-leasing. [966.4 (j)(1)]
- (2) When Tenant calls to request maintenance on the Unit, RRHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Unit when RRHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

#### b. RRHA's Responsibilities—

- (1) RRHA shall give Tenant at least 48 hours written notice that RRHA intends to enter the Unit. RRHA may enter only at reasonable times. [966.4 (j)(1)]
- (2) RRHA may enter Tenant's Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Tenant and all adult members of the household are absent from the Unit at the time of entry, RRHA shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit. [966.4 (j)(3)]

### 13. Termination of Tenancy and Eviction \_\_\_\_\_/\_\_\_\_\_

#### a. HUD requires RRHA to terminate the lease if:

- (1) A Tenant or any member of Tenant's household fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- (2) A Tenant or any member of Tenant's household submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- (3) A member of Tenant's household, as determined by RRHA has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit;
- (4) For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated;

- (5) A Tenant or any member of Tenant's household fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches six (6) years of age;
  - (6) Failure by Tenant to accept RRHA's offer of a lease revision to an existing lease with written notice of the offer to Tenant of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect and when the offer specifies a reasonable time limit within that period for acceptance by the Tenant;
  - (7) A Tenant or any member of Tenant's household has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing; and
  - (8) Failure of an adult family member to comply with Community Service and Economic Self-Sufficiency requirements. NOTE that this is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
- b. RRHA may terminate or refuse to renew this Lease only for serious or repeated violations of material terms of this Lease such as the following:
- (1) Failure to make payments due under this Lease;
  - (2) Repeated late payment, which shall be defined as failure to pay the amount of Rent or other charges due by the fifth (5<sup>th</sup>) of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment;
  - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
  - (4) Failure to fulfill other obligations of Tenant as set forth in this Lease; or
  - (5) For other good cause.
- c. Other good cause includes, but is not limited to, the following:
- (1) Criminal activity or alcohol abuse (see paragraph D below);
  - (2) **If Tenant or any member of the Tenant's household becomes subject to a registration requirement under a state sex offender program;**
  - (3) Discovery after admission of facts that made Tenant ineligible for residency;
  - (4) Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income;
  - (5) Failure of a nonexempt family member residing in a HOPE VI Development (Villages at Lincoln) to comply with ~~Community Service requirements~~the mandated Family Self Sufficiency requirements;
  - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations with respect to rent, eligibility, or the appropriateness of dwelling size;
  - (7) Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by RRHA that such a dwelling unit is available;
  - (8) Failure to permit access to the unit by RRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
  - (9) Failure to inform RRHA of the birth, adoption or court-awarded custody of a child within ten (10) business days of the event;
  - (10) Failure to abide by the provisions of RRHA pet policy;
  - (11) Tenant has breached the terms of a repayment agreement entered into with RRHA;
  - (12) Tenant or a member of the Tenant's household has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
  - (13) Tenant or a member of the Tenant's household has engaged in or threatened violent or abusive behavior toward RRHA personnel.
  - (14) Tenant or a member of the Tenant's household has purposely disengaged the unit's smoke detector. Only one warning will be given. A second incident will result in lease termination.
- d. Termination of tenancy for criminal activity or alcohol abuse.
- (1) Evicting Drug Criminals.
    - (a) Methamphetamine Conviction. RRHA shall immediately terminate the tenancy if RRHA determines that Tenant or any member of Tenant's household has ever been

- convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of any federally assisted housing.
- (b) Drug crime on or off the Premises. Drug related criminal activity engaged in on or off the Premises by any Tenant, any member of Tenant's household or Guest, and any such activity engaged in on the Premises by any Other Person Under Tenant's Control is grounds for RRHA to terminate tenancy. In addition, RRHA may evict a Tenant and every member of Tenant's household when RRHA determines that a household member is illegally using a drug or when RRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.
- (2) Evicting Other Criminals.
- (a) Threat to other residents. RRHA shall immediately terminate the tenancy for any criminal activity by Tenant, any member of Tenant's household, Guest, or any Other Person Under Tenant's Control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises by other residents, including employees of RRHA, except that:
- (i.) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
1. Notwithstanding subparagraph 13.c.(2)(a.), RRHA may bifurcate (divide) the Lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.
- (ii.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property amount the household members in cases where a family breaks up.
- (iii.) Nothing in subparagraph 13.c.(2)(a.) limits any otherwise available authority of RRHA to evict the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provide that RRHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determination whether to evict or terminate.
- (iv.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA to terminate the tenancy of any Tenant if RRHA can demonstrate an actual and imminent threat to other tenants, to RRHA employees, or to those providing services to the Premises if the Tenant's tenancy is not terminate.
- (b) Fugitive felon or parole violator. RRHA may terminate the tenancy if Tenant or a member of Tenant's household, is fleeing to avoid prosecution, 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, (or in the case of the State of New Jersey, is a high misdemeanor), or violating a condition of probation or parole imposed under Federal or State law.
- (c) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
- (d) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in family abuse within the meaning of Virginia Code Section 16.1-228.
- (3) Eviction for Criminal Activity.

- (a) Evidence. RRHA will evict Tenant for criminal activity if a preponderance of the evidence indicates that Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control has engaged in the criminal activity, REGARDLESS of whether an arrest or conviction has been made for such activity and without satisfying the standard of proof used for a criminal conviction.
- (b) Notice to Post Office. When RRHA evicts a Tenant or a member of the Tenant's household for criminal activity, RRHA must notify the local post office serving the Premises that the Tenant or a member of the Tenant's household is no longer residing on the Premises.
- (4) Evicting Alcohol Abusers. RRHA may terminate the tenancy if RRHA determines that a Tenant or a member of Tenant's household has:
  - (a) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents; or
  - (b) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- e. Exclusion of Household Member. RRHA may require Tenant to exclude a household member in order to continue to reside on the Premises, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- f. RRHA's Consideration of Decisions to Terminate Tenancy
  - (1) Consideration of Circumstances. RRHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by Tenant in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which Tenant has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
  - (2) Consideration of Rehabilitation. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, RRHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, RRHA may require Tenant to submit evidence of the household member's current participation in or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- g. Tenant's Termination of Tenancy. Tenant agrees to provide RRHA at least thirty (30) calendar days' advance written notice of their intent to vacate the Premises and terminate this Lease. Written notice to vacate must be received no later than the 1<sup>st</sup> day of the month. Written notices to vacate received later than the first day of the month will be effective the 1<sup>st</sup> day of the following month. Upon termination of this Lease, Tenant agrees that the Unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and RRHA accepts the Unit. Tenant agrees that RRHA will promptly remove any personal property left on the Premises or the Development when Tenant abandons or surrenders the Premises. If the Tenant fails to notify RRHA that s/he has vacated the premises and does not turn in keys, the Tenant will continue to be held responsible for the dwelling unit and will be charged rent through the date RRHA obtains possession of the premises.

#### 14. Notices And Notice Procedures \_\_\_\_\_/\_\_\_\_\_

- a. RRHA shall notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action may include but is not limited to lease termination, transfer of Tenant to another Unit, or imposition of late charges or charges for maintenance and repair or for excess consumption of utilities.)
- b. When RRHA must afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination sent in accordance with this Lease shall constitute adequate notice of the proposed adverse action. In the case of a proposed adverse action other than a lease termination, RRHA shall

not take the proposed action until the time for Tenant to request a Grievance hearing has expired and, if a hearing was timely requested by Tenant, the Grievance process has been completed.

- c. Notices given by RRHA to Tenant shall be in writing and shall be either (i) delivered to Tenant or to an adult member of Tenant's household residing in the Premises or (ii) sent by prepaid first-class mail properly addressed or, at RRHA's option, by certified or registered mail, return receipt requested. Any first-class mailing so addressed and not returned to RRHA shall be deemed received by Tenant.
- d. Notices given by Tenant to RRHA shall be in writing and shall be either (i) delivered to the Management Office of the Development or the central office of RRHA or (ii) sent by prepaid first-class mail addressed to RRHA at 2624 Salem Turnpike, N.W., Roanoke, Virginia 24017.
- e. If Tenant is visually impaired, all notices from RRHA to Tenant shall be in a format accessible to Tenant.
- f. **NOTICE OF LEASE TERMINATION.** RRHA shall give Tenant Written Notice of Lease Termination. The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform Tenant of Tenant's right to make such reply as Tenant may wish. These notices may be combined into one document. When RRHA is required to afford Tenant the opportunity for a Grievance hearing, the notice shall also inform Tenant of Tenant's right to request a hearing in accordance with RRHA's Grievance Procedure. RRHA shall provide Tenant a reasonable opportunity to examine, at Tenant's written request, before a Grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of RRHA, and which are directly relevant to the termination of tenancy or eviction. Tenant shall be provided a copy of any such document at Tenant's expense.
  - (1) The length of the notice shall be as follows:
    - (a) Fourteen (14) days in the case of failure to pay Rent;
    - (b) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days), if:
      - (i) the health or safety of other tenants, RRHA's employees, or persons residing in the immediate vicinity of the Premises is threatened; or
      - (ii) any member of the household has engaged in any criminal activity; or
      - (iii) any member of the household has been convicted of a felony; or
      - (iv) Thirty (30) days in any other case.
    - (c) Thirty (30) calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
  - (2) Lease Termination Where Grievance Procedure Not Required. When RRHA is not required to afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure, the notice of lease termination shall:
    - (a) State that Tenant is not entitled to a Grievance hearing on the termination.
    - (b) Specify the judicial eviction procedure to be used by RRHA for eviction of Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
    - (c) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the Premises by other tenants or employees of RRHA or any criminal activity or drug-related criminal activity on or off such Premises.
- g. Tenant Responsibility-- Any notice to RRHA must be in writing, delivered to the Site Manager's Office or to RRHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- h. RRHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the Unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- i. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- j. If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

**15. Eviction Only By Court Action:** RRHA may evict Tenant from the Unit only by complying with eviction procedures established by Virginia law. \_\_\_\_\_/\_\_\_\_\_

**16. Waiver:** No delay or failure by RRHA in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. \_\_\_\_\_/\_\_\_\_\_

**17. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by RRHA, uniform standards for resident housekeeping have been developed for all tenant families. \_\_\_\_\_/\_\_\_\_\_

- a. **RRHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. RRHA will inspect each Unit at least annually, to determine compliance with the standards. Upon completion of an inspection RRHA will notify Tenant in writing if he/she fails to comply with the standards. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. RRHA will provide proper notice to Tenant of lease violation or the specific correction(s) required. A re-inspection will be conducted within thirty (30) days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and shall result in termination of tenancy in accordance with the Admissions and Continued Occupancy Policy.
- b. **Tenant responsibility:** Tenant is required to abide by the standards Housekeeping Standards attached. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

**Housekeeping Standards: Inside the Apartment** \_\_\_\_\_/\_\_\_\_\_

#### **General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating Units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Unit.
- (9) Entire Unit should be free of rodent or insect infestation.

#### **Kitchen--**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

#### **Bathroom--**

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

#### **Storage Areas--**

- (1) Linen closet: should be neat and clean.

- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the Unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

**Housekeeping Standards: Outside the Apartment**

The following standards apply to family Developments and scattered sites only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the Unit.
- (3) Steps (front and rear): should be clean, and free of hazards. Nothing but yard furniture is allowed on porches
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS, ALL AS EVIDENCE BY TENANT'S SIGNATURE ON PART I HEREOF**

<b>Print Tenant Name</b>	<b>Tenant Signature</b>	<b>Date</b>
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