
HOUSING AUTHORITY OF THE
TOWN OF SEYMOUR

**TENANT SELECTION
AND
CONTINUED OCCUPANCY POLICY**

MODERATE RENTAL HOUSING PROGRAMS

Adopted : July 27, 2007

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Introduction

The ultimate goal of the Seymour Housing Authority is to provide safe, decent and affordable housing to its community. It is our commitment that each resident has the right to peaceful enjoyment of their dwelling unit and the community. The Seymour Housing Authority will deny occupancy to, and take aggressive action to evict tenants in its Federally subsidized or financed Public Housing on the basis of illegal drug related activities, has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of its housing, any member of household is subject to a lifetime registration requirement under a State sex offender registration, and alcohol abuse when such abuse leads to behavior that threatens the health and safety or peaceful enjoyment of the premises by other residents.

Part 2 Eligibility Requirements

A. Nondiscrimination

It is the policy of the Housing Authority of the Town of Seymour (SHA) to comply with all applicable laws relating to Civil Rights, including the Connecticut Fair Housing Act (C.G.S. Sections 46a-64c & Sections 46a-81e, Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968 – 42 U.S.C. Sections 3601 et seq.), Civil Rights Act of 1866 – Equal Rights Under the Law (42 U.S.C. Sections 1981) & Property Rights of Citizens (42 U.S.C. Sections 1982), Civil Rights Act of 1871 – Civil Action for Deprivation of Rights (42 U.S.C. Sections 1983), Title II of the Americans with Disabilities Act (42 U.S.C. Sections 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.), Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988).

The Seymour Housing Authority shall not on account of race/color, National origin/ancestry, sex, creed, physical, mental or learning disability, familial status, marital status, age, lawful source of income, or sexual orientation:

- (1) deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (2) provide housing which is different from that provided others;
- (3) subject a person to segregation or disparate treatment;
- (4) restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- (5) treat a person differently in determining eligibility or other requirements for admission;
- (6) deny a person access to the same level of services; or
- (7) deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.

The Executive Director will receive and process complaints from or on behalf of any person who believes him/herself to be the subject of discrimination by the Seymour Housing Authority or its staff, and will keep a record of each complaint, including the date of the complaint, by whom made, investigation and hearing (if any), and evaluation. The complainant will be furnished a written notice of action taken. The filing of a complaint with the Housing Authority will not prevent the subsequent filing with the Commission of Human Rights and Opportunities, or the HUD Regional Office.

The Seymour Housing Authority will periodically review its practices to assure that they are in conformity with its obligations under the regulations and requirements of the Department of Economic and Community Development and the State of Connecticut.

B. Eligibility Requirements

The Seymour Housing Authority will consider applicants eligible that meet the following criteria:

1. Applicants who qualify as a family. A family consists of:
 - a. Low and moderate-income families with incomes below the admission limits.
 - b. A household consisting of two or more persons.
2. Applicants whose previous housing record as a tenant in any housing development, or participant in any rental subsidy program was satisfactory; who, as a previous tenant, did not vacate owing rent payments; who would not be a detriment to the health, safety, or welfare of his/her neighbors or the community life; who would not be a source of danger to the peaceful enjoyment of the other residents, and any member of household who is not subject to a lifetime registration requirement under a State sex offender registration
3. Applicants who provide a Social Security number for all family members, age (6) or older, or can document and certify that they do not have Social Security numbers.
4. Applicants who provide Birth Certificates for all minors that will be members of the household.
5. Applicants that are United States Citizens; or Non-Citizens who have eligible immigration status in one of the following categories:
 - (a) a non-citizen admitted for permanent residence, as defined by section 101 (a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101 (a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively (immigrants). (This category includes a non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);

- (b) a non-citizen who entered the United State before January 1, 1972 or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 239 of the INA (8 U.S.C. 1259);
 - (c) a non-citizen who is lawfully present in the United States pursuant to an admission under Section 207 of tgh INA (1 U.S.C. 1157)(refugee status); Pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158)(asylum status); or as a result of being granted conditional entry under Section 203(a) of the INA (8 U.S.C. 1153 (a)(7)) before April 1, 1980 because of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - (d) a non-citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergency reasons or reasons deemed strictly in the public interest under Section 212 (d)(5) of the INA (8 U.S.C. 1182 (d)(5) (parole status);
 - (e) a non-citizen who is lawfully present in the United States as a result of the Attorney General’s withholding deportation under Section 243(h) of the INA (8 U.S. C. 12534 (h) (threat to life or freedom); or,
 - (f) a non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8.S.C. 1255a) (amnesty granted under INA 245A)
6. A family shall not be eligible unless every member of the family residing in the unit is determined to have eligible status as described in paragraph 5 of this section.
 7. Applicants that demonstrate an ability to pay the base rent. No operating subsidy is provided for these complexes. All operating expenses must be paid from the rents collected from the tenants.

C. Waiting List

The Seymour Housing Authority maintains a pool of eligible family applicants on a waiting list, separated by bedroom size for its Moderate Rental Family Housing Stock.

The Housing Authority, at its discretion, may restrict application intake, suspend application intake, and close the waiting list in whole or in part. If the Seymour Housing Authority's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, the Housing Authority may elect to : (1) close the waiting list completely; (2) close the list during certain times of the year; or (3) restrict intake by type of dwelling unit.

All active application files shall be purged at least annually. Letters shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest or need for housing within thirty (30) days, his/her application will be withdrawn from the waiting list. In the event an annual purge letter returns to the Seymour Housing Authority marked undeliverable, the application will be considered withdrawn. Undelivered letters with their envelopes shall be attached to the respective applications as evidence of the unsuccessful efforts to locate the applicant. Each withdrawn application shall be documented with the date of withdrawal, the reason for it, and the initials of the person who makes the determination. It shall show the dates of any telephone calls. Personal contacts, etc., and the results. Except as noted in the next paragraph, any applicant who has been removed from the waiting list, as provided above, must file a new application and cannot be reinstated to his/her former position on the waiting list.

If the applicant can prove to the Seymour Housing Authority that such notification never reached him/her due to an error by the Authority (incorrect address on the envelope, etc.) the applicant shall be reinstated to his/her place on the waiting list where he/she would be if the Seymour Housing Authority had not removed him/her from the list.

Since some time may pass between receipt of the application and the time that a dwelling unit may be offered, it is the responsibility of the applicant to keep the Seymour Housing Authority informed with current information: change in address, phone number, and/or family composition. Such change in information shall be submitted to the Seymour Housing Authority in written format only; telephone calls will not be accepted to document changes. Once the Seymour Housing Authority has received the request for change of information, the application records will be updated and the written request will be filed with the application to provide documentation of the changes made.

D. Income Limits For Admission

To be financially eligible, the applicant family must provide adequate evidence that Annual Income for the twelve (12) month period following occupancy is not anticipated to exceed the Income Limits for Admission (See Appendix A)

The Seymour Housing Authority does not discriminate on basis of lawful income; however, the Moderate Rental Housing stock requires a Base Rental Charge. Applicants reporting zero income will be advised of the Base Rental Charges and that they may apply to the Seymour Housing Authority for housing, however, it is expected that an income source must be documented for the applicant to be considered for eligibility.

E. Processing Applications

Pre-applications:

Pre-applications will be processed by completing the Police background checks and credit check within two days of receipt of the pre-application. A review of reported income will occur at this time to determine if the applicant has demonstrated an ability to pay the base rent.

Thirty days subsequent to implementation of the Police background check, the application will be reviewed for apparent eligibility. Staff will review the applicant file to determine if all the information requested has been returned. Staff will send a second request for any information not returned.

At the end of the forty-five day processing period staff will review the applicant record to see if the record indicates that the credit check is complete and the Seymour Police Department criminal record check is returned and favorable. In the event any other Police Department criminal record check is not received other than the Seymour Police Department check, then staff will process the application as apparently eligible and will follow notification procedure.

Prior to occupancy, verification data shall not be older than ninety-days (90).

Applicants expected to be housed within 90 days will be contacted and asked to fill out a Full Application.

Seymour Housing Authority staff will send out the full application and verification forms to the applicant to be interviewed.

The period of time between the interview and receipt of a full and formal application and determination of ineligibility or apparent eligibility will not exceed ninety-days (90). Immigration status verifier may take longer to gain a response from INS.

The period of time between receipt of the full and formal application and submission and mailing of all third party verification forms and background checks and credit checks will not exceed 2 days.

1. Thirty days subsequent to submission or mailing of all third party verification forms and background check, the application will be reviewed for apparent

eligibility. Staff will review the applicant file to determine if all the information requested has been returned. Staff will send a second request for any information not returned. The second request will give the verifying source only thirty (30) days to respond

2. At the end of a subsequent thirty-day (30) processing period (now 60 days into the process), staff will review the applicant record to see if the record indicates that the third party verification forms and background checks have been returned and are favorable. If the applicant's file indicates missing verification documents, Staff will contact the applicant by telephone and in writing to notify them of the deficiency in documentation. In conversation and correspondence, the applicant will be informed of the verification source that is not responding. The applicant will be instructed that unless the Seymour Housing Authority can obtain a third party verification from the source identified by the applicant, the applicant will be considered as ineligible, and the missing verification may jeopardize their opportunity to obtain affordable housing. At this point, the applicant will be given the opportunity to contact the third party to urge them to respond, or to provide an alternate source for the Seymour Housing Authority to verify.
3. At the end of a subsequent thirty-day (30) processing period (now 90 days into the process), Staff will review the applicant record. If the applicant does not meet all the qualification criteria listed in section C below, then staff will process the application as ineligible and will follow notification procedure in A. 2. e. above. If the applicant record indicates that an applicant is eligible and satisfies all requirements for admission, including the tenant selection criteria, the applicant shall be notified in writing of their eligible status. The notification will include the applicant's placement on the waiting list, a reasonable approximation of date of expected occupancy, and a receipt for the full and formal application.

All applicants are to receive a receipt for their application. This may be in the form of a correspondence. It shall inform the applicant of the date and time their application was received and their position of the waiting list.

Formal Applications

The formal application is the basis for determining eligibility in compliance with the rules and regulations set forth in this policy. Every application constitutes the basic legal record which supports the Seymour Housing Authority's determination of eligibility status, rent and size for the unit for which the applicant and/or tenant is qualified. The following procedures shall be followed in processing all applications:

1. All entries by applicants and Authority personnel are to be made in ink or typewritten.

2. *the date and time of receipt*, (the formal application will be dated the same time and date as the preliminary application) as well as a batch identification of each Application for Admission shall be shown on the receipt to be given each applicant after verification of all pertinent facts provided by the applicant.
3. when applicant and interviewer (if applicable) have determined the application to be complete, (exclusive of those spaces provided for Authority determinations), the applicant shall sign and date the application in the appropriate spaces;
4. the Moderate Rental program rentals are based on a percentage of income, or a base rent, whichever is higher. The amount of base rent charged depends on the type, size, and style of unit the applicant will be offered based on the vacancy available for rent. For Zero income and very low income, the base rent will be charged because the percentage of income will likely be less than the base rent. Base rents vary depending on size and style of unit (See appendix A). Moderate Rental residents are also responsible for their own utilities, water, electricity, and heating oil in addition to the base rent. For the purpose of determining the capability of the applicant to afford the rent, applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will ask applicants to estimate how much they spend on: food, beverages, transportation, healthcare, childcare, debts, household items, utilities, clothing, etc. If family members are helping them meet these costs, then to the extent the expenses are being paid, the Seymour Housing Authority will assume the amount of assistance equal to the expense will be considered as income. The form will also ask applicants about the status of any application or benefits through TANF or other similar programs. If a “zero income” family is admitted, quarterly re-determination of income will be performed. It is not the intention of the Seymour Housing Authority to financially burden applicants by placing them in a rental that they cannot possibly afford. This intent of this process is to protect the applicant from moving in to a situation that could eventually result in eviction and damaging the applicant’s rental history.
5. the Seymour Housing Authority’s records, with respect to applications for admission, shall indicate for each application; the date and time of receipt; the determination by the Seymour Housing Authority as to the date of applicant eligibility the unit size for which eligible; and the date, location, identification and circumstances of each vacancy offered and accepted or rejected.
6. written authorizations shall be obtained from each applicant at the time the application is filed to enable the Seymour Housing Authority to verify applicant’s information;

7. the waiting list will open then close based on the size of the pool of applicants.
8. upon the close of the waiting list, the Seymour Housing Authority will verify all the pertinent factors relative to eligibility. Once the verification process is completed for the entire batch of applicants received until the time of the waiting list being closed, the Seymour Housing Authority will conduct a random lottery drawing of all the eligible applicants for the purpose of assigning the order of applicant placement on the waiting list. Once the random lottery drawing is completed, the Seymour Housing Authority will notify the applicant that it has determined that the applicant to be eligible based on the criteria described herein, and that they have been placed on the waiting list in the order relative to the a random lottery selection.
9. any applicant determined to be ineligible shall be properly notified by the Seymour Housing Authority in writing of such determination with the reasons therefore and of his/her right to request, within a reasonable time, an informal hearing on the determination in accordance with the Seymour Housing Authority's grievance procedure (see Appendix C). Such requests must be received in writing. Ineligible applicants will be excluded from the random lottery drawing. If it is determined at a latter time that the applicant is eligible as a result of the grievance hearing, they will be placed at the bottom of the waiting list within the same batch of applicants received and processed.

F. The Preference System

Applicants are placed on the regular waiting list by manner of a random lottery. Applicants are then selected to be placed on the list in the order they are drawn randomly, first placing all the Seymour resident drawing on the list in the order they are drawn, then placing the non-Seymour residents on the list subsequent to the Seymour residents in the order they are drawn. The drawing shall be held in a public place designated by the Seymour Housing Authority. The date and time of the drawing shall be announced to all the applicants in the batch so they may be present to witness the drawing.

If occupancy requirements change do to a change in household composition, applicants may be placed on the smaller or larger bedroom size waiting list depending on need and occupancy standards. Applicants requiring this change will be moved from one list to the other as of the date they document the need to change lists and not as of the original date of the application.

G. Applicant Selection Criteria

The Seymour Housing Authority will aggressively administer these provisions for eligibility and selection. The Seymour Housing Authority will conduct comprehensive background checks that include screening for criminal activity.

Section 8-45a of the Connecticut General Statutes provides criteria for consideration of criminal record of applicants or proposed residents. Pursuant to opportunity afforded by the Federal Public Housing Program the Seymour Housing Authority is able to access criminal history data by working with Courts and State and Local law enforcement agencies to gain access to criminal records using the National Crime Information Center (NCIC) system.

1. All applicants must demonstrate, through an assessment of current and past behavior, whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, peaceful enjoyment, welfare and other residents, the physical environment or the financial stability of the project. A record of any of the following may be sufficient cause for the authority to deny admission:
 - (a) a record of non-payment of rightful obligations including rent and utilities; and
 - (b) a record of disturbance of neighbors; and
 - (c) a record of destruction of property; and
 - (d) a record of poor living or housekeeping habits; and
 - (e) a history of crimes of physical violence to persons or property; and
 - (f) a history of crimes involving the illegal manufacture, sale, distribution or use of, or possession with intent to manufacture, sell, use, or distribute, a controlled substance, as defined in section 21a-240 of the Connecticut General Statutes; and
 - (g) a history of other criminal acts, and specifically any previous history of sexual offenses resulting in being placed on the State's public list of sexual offenders, which would adversely affect the health, safety or welfare of other tenants; and
 - (h) any previous evictions from public housing or termination of rental assistance within the past three years because of drug-related criminal activity; and
 - (i) a record of owing another Public Housing Authority an unpaid balance for rent, damages, or unpaid services; and
 - (j) poor credit record relative to unpaid utilities, public record debt or revolving/current debt exceeding a ratio of 38% of total household income; and

- (k) the applicant has knowingly falsified information in the application process; and
 - (l) any member of household is subject to a lifetime registration requirement under a State sex offender registration; and
 - (m) the applicant cannot demonstrate an ability to pay the base rent.
2. The Seymour Housing Authority will check applicant's ability to comply with essential lease requirements as to:
- (a) determining acceptability for admission, the Seymour Housing Authority shall rely upon sources of information which may include, but not be limited to: Authority records, personal interviews with the applicant or tenant, home visits, interview with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the Police Department. This will be done to determine whether individual attributes, prior conduct and behaviors of a particular applicant or tenant is likely to interfere with other's physical environment or the financial stability of the Authority's Moderate Rental housing program;
 - (b) the applicant must demonstrate an ability to pay the base rent and other financial obligations associated with Leasing a Moderate Rental Dwelling unit.
 - (c) whether applicants currently owe rent or other amounts to the Seymour Housing Authority or any other Housing Authority in the State of Connecticut.
3. Notification of Eligibility Status
- (b) Applicants deemed ineligible, for whatever reason(s), shall be notified in writing, before the final selection, of the reason(s) for rejection and their right to appeal within ten days of the rejection. Recipients should inform applicants that an appeal should be made immediately to assure their return to the applicant pool if they prevail. An impartial hearing officer shall be chosen by the recipient who shall issue a written opinion within five days of the hearing. All appeals should be heard within five days of the request.
 - (c) Applicants still aggrieved shall be informed of their right to appeal the decision of the hearing officer to the department's affirmative action office. Such appeal shall be made in writing, and brought within ten days of the adverse decision.

- (d) Recipients shall keep the following materials on file for at least three years: (1) application; (2) initial rejection notice; (3) any applicant reply; (4) the recipient's final response; and (5) all interview and verified information on which the rejection was based.
4. The Seymour Housing Authority will consider applicants who claim mitigating circumstances.
- (a) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both of the following:
- (i) the reason for the unsuitable rental history and/or behavior; and,
 - (ii) that the reason for unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (b) If unfavorable information is received about an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into the Seymour Housing Authority's screening assessment of the applicant, mitigating circumstances must be verifiable;
- (c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, Seymour Housing Authority shall have the right to verify such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The Seymour Housing Authority shall also have the right to request further information reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
5. The Seymour Housing Authority will deny occupancy to an applicant if any member of the applicant's family is a person evicted during the past three years because of drug-related criminal activity or alcohol abuse from public housing. Consideration may be given in the following circumstances:
- (a) if the Seymour Housing Authority determines that the evicted person has successfully completed a rehabilitation program approved by the Seymour Housing Authority;

- (b) if the Seymour Housing Authority determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) if the Seymour Housing Authority determines that the evicted person no longer participates in any drug-related criminal activity or alcohol abuse.

The Seymour Housing Authority will deny occupancy to persons it has reasonable cause to believe, based on illegal use or a pattern of illegal use of controlled substances, may interfere with health, safety or right to peaceful enjoyment of the premises by other tenants.

H. Occupancy Standards

The age, sex and relationship of the members of the family will be taken into consideration in assigning unit sizes.

Units will be assigned as follows:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
2	2	4
3	4	6

Seymour Housing Authority’s Moderate Rental Housing stock consists solely of two bedroom and three bedroom apartments. In an effort to efficiently utilize this stock and to maximize the supply of housing for larger families, the Seymour Housing Authority will apply the following principals in addition to the above occupancy standards: Two bedroom apartments may be filled with families consisting of one or two adults with two children or other members of similar sex. Families consisting of four members, being one or two adults and two children or other members of opposite sex shall be offered a three-bedroom apartment.

The next eligible applicant shall be offered a suitable unit at a location, which contains the larger number of vacancies. If such offer is rejected, the applicant shall be offered another unit at a location containing the next largest number of vacancies. If the applicant rejects both offers, the application will be removed from the waiting list.

If the applicant provides clear evidence of “good cause” for the refusal due to an undue hardship, not caused by discriminatory practices, the refusal shall not count as a rejection.

Determining Unit Size at Move-In. The Seymour Housing Authority’s goal is to balance the need to avoid overcrowding with the need to make the best use of

available space. The Seymour Housing Authority will consider both the number of persons in the household and the relationship and sex of those persons.

a. Household members. To determine how many bedrooms a family may have, Seymour Housing Authority may count:

1. all full-time members of the household,
2. children who are away at school but live with the family during school recesses,
3. children who are subject to a joint custody agreement but live in the unit at least 50% of the time,
4. an unborn child,
5. missing children, and
6. live-in attendants.

NOTE: Seymour Housing Authority does not provide bedroom space for individuals who are not members of the household such as adult children on active military duty, permanently institutionalized family members, incarcerated individuals, or visitors.

b. General Occupancy Standards.

1. children of the same sex should share a bedroom,
2. unrelated adults and persons of the opposite sex (other than spouses) may occupy separate bedrooms, and
3. children should not share a bedroom with parents.

Overcrowded or Underutilized Units.

a. After move-in, if the unit becomes overcrowded or underutilized because of changes in household composition, the Seymour Housing Authority should require the family to move to an appropriate size unit when one becomes available.

b. In deciding whether the tenant should be required to move, the Seymour Housing Authority should consider the following:

1. Is there an appropriately sized unit in the project?
2. Is there a market for the size of unit the tenant would be vacating? If the tenant is occupying a unit that is larger than needed and there is no demand for that larger unit, the Seymour Housing Authority need not require the tenant to move from the larger unit until there is a demand for that size of unit.
3. How long will the tenant remain in the project? Had he/she given an indication of moving out of the project? If the tenant will be moving within a few months, the Seymour Housing Authority need not require the tenant to transfer.
4. The financial impact on the tenant.

c. If the Seymour Housing Authority requests the tenant to transfer, the tenant must be given the option of:

1. remaining in the unit and paying the higher of base rent for that unit or the approved percentage of their adjusted gross income
2. moving within 30 days after the Seymour Housing Authority notifies him/her that a unit of the required size is available within the complex.

The Seymour Housing Authority does not have emergency housing and cannot house applicants until other applicants of the same family size ahead of them on the waiting list are housed.

The Seymour Housing Authority does not offer lateral transfers to units of similar size.

I. Verifications

The Seymour Housing Authority will verify all income and assets, rental history and criminal history information. The Seymour Housing Authority may use, but is not limited to, the following sources of information for verification; (by means of interviews or home visits) landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Written inquiries will include a statement of the purpose of the inquiry and a statement signed by the applicant to permit the sources to release information.

All verifications will be obtained within ninety (90) days of the lease execution and for all subsequent re-examination to ensure that current and accurate data are being used in calculating rents and determining eligibility.

All changes in income, which affect rent between admissions and re-examination, will be verified in accordance with the above provisions.

Tenant files will contain documentation of the following, but not limited to verifications:

1. Applicants/tenants must furnish verification or provide authorization for the authority to obtain verification from a third party of all statements regarding income, assets, allowances, rental history, and criminal record. Certification by signing the applicant for admission of the application for continued occupancy will normally be considered sufficient verification of family composition.
2. All income, assets, and each applicable deduction or exemption will be verified at the time of admission and at each subsequent re-examination. Income will be verified by third party verification. If third party written

verification is not possible, a review of documentation provided by family such as benefit checks, income tax returns, benefit award letters, savings and checking account statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third party verification is not possible, the Authority will document the reason why another method was used.

Income Verification Period. The income verification period shall be the Calendar Year January 1 to December 31 of the preceding year

Acceptable Forms of Income Verification.

- a. Seymour Housing Authority will verify and document all income, expenses, assets, household characteristics and circumstances that affect eligibility or tenant rent.
- b. Seymour Housing Authority will maintain documentation of all verification efforts for at least three (3) years after the effective date of the certification or recertification.
- c. The following forms of income verification are acceptable:

1. **Employment Income:** (a) employment verification form completed by the employer; (b) check stubs or earning statements showing the employee's gross pay per pay period and frequency of pay and year-to-date earnings; (c) W-2 forms; (d) notarized statements, affidavits or income tax returns signed by the applicant describing self-employment and amount of income or income from tips and other gratuities;

2. **Social Security, Pensions, Supplemental Security Income (SSI), Disability Income:** (a) benefit verification form completed by agency providing the benefits; (b) award or benefit notification letters prepared and signed by the authorizing agency (since checks or bank deposit slips show only net amounts remaining after deducting Medicare, they may be used only when award letters can't be obtained). In this case, add back the amount of the Medicare premium to determine the gross amount of Social Security.

3. **Welfare:** Obtain the Welfare agency's written statements as to type and amount of assistance family is receiving

4. **Alimony or Child Support Payments:** (a) copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; (b) a letter from the person paying the support; (c) copies of the last three support checks; (d) applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future;

5. Net Income From a Business: The following documents show the net income derived from a business: (a) IRS Tax Return, Form 1040, including any, Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income);

(b) audited or unaudited financial statement(s) of the business; (c) loan application listing income derived from the business during the previous 12 months; (d) applicant's notarized statement or affidavit as to net income realized from the business during previous years.

d. Recurring Gifts:

1. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts

2. Applicant's notarized statement of affidavit that provides the information in the above paragraph.

e. Savings Account Interest Income and Dividends:

1. Account statements, passbooks, certificates of deposit, etc.;

2. Broker's quarterly statements showing value of stocks or bonds and the earnings credited to the applicant;

3. IRS Form 1099.

f. Interest Income From Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract or Similar Arrangement:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating the interest due for 12 months;

2. Amortization schedule showing interest for 12 months.

g. Rental Income from Property Owned by Applicant:

1. IRS Form 1040 with Schedule E (Rental Income);

2. Copies of latest rent checks, leases, or other records.

3. Documentation of applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense).

4. Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

h. Full-Time Student Status:

1. Written verification from the registrar's office or appropriate school official;

2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

i. Child Care Expenses:

1. Written verification from the person who receives the payments;
2. Verifications must specify the hours and days during which the care is provided, the names of the children cared for, and the frequency and amount of compensation received. (Seymour Housing Authority should recognize that child care costs may be higher during summer and holiday recesses);
3. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

j. Medical Expenses:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., of: (a) the medical costs incurred by the applicant and of regular payments on medical bills; and (b) extent to which those expenses were/will be reimbursed by insurance or a government agency;
2. The insurance company's or employee's written confirmation of health insurance premiums paid by the applicant;
3. Social Security Administration's written confirmation of medicare premiums paid by the applicant;
4. For attendant care: (a) Doctor's certification that the assistance of an attendant is medically necessary; (b) Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family (or copies of cancelled checks the family used to make those payments); (c) Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources;
5. Receipts, cancelled checks, pay stubs that indicate health insurance premium costs, or other documents that verify medical and insurance expenses.
6. Copies of payment agreements with medical facilities or canceled checks that verify payments made on outstanding medical bills.

k. Medical Need For Larger Dwelling Unit: A reliable medical source must certify that such arrangements are medically necessary.

l. Handicap Assistance:

1. Attendant Care:

- a. Attendant's written certification as to: Amount received from the applicant/tenant; frequency of receipt, hours of care provided; and/or copies of canceled checks that applicant/tenant used to make those payments.
- b. Certifications required by #3 below.

2. Auxiliary Apparatus:

- a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
 - b. In the case where the handicapped person is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
3. In All Cases:
- a. Written certification from a doctor or a rehabilitation agency that the handicapped person requires the services of an attendant or the use of auxiliary apparatus to permit the handicapped person to be employed or to function sufficiently independently to enable another family member to be employed.
 - b. Family's written certification as to whether they receive reimbursement for any of the expenses in paragraph 1 and 2 above and the amount of any reimbursement received.
- m. Family Type and Membership In Family:
- 1. For elderly household—age may be verified with: (a) copy of a birth certificate, baptismal certificate, census record, official record of birth or other authoritative document; or (b) receipt of SSI Old Age benefits or Social Security retirement benefits.
 - 2. For disabled head or spouse—disability may be verified with: (a) evidence of receipt of Supplemental Security Income for the disabled, handicapped, or blind; (b) Social Security disability benefits; or (c) certification from any Federal agency or board (e.g., the Veteran's Administration) that the head or spouse is totally disabled.
 - 3. For family membership of persons younger than age 17 -- birth certificate, adoption papers and/or custody agreements.

Part 3

Tenant Selection and Assignment Policy

A. Organization of the Waiting List

The selection methodology used to place applicants on the waiting list is the random selection method. To facilitate the random selection process, the waiting list will close then re-open at times determined by the Executive Director based on the number of vacancies anticipated and the number of individuals on the waiting list. The two-bedroom and three-bedroom lists may close and open independently of each other as necessary dependent upon need. When the waiting list is open, it will remain open for a period no shorter than thirty (30) days. The following procedures shall apply:

- (1) Applications will be received up to the point of the closing of the list. All the applications shall be dated with the date of the close of the waiting list. All the applications will be assigned a control number, which will identify the applicant through the selection process.
- (2) The applicant will preliminarily be determined eligible in accordance with the income limits for admissions and based on completeness of the application. A more thorough screening will begin at this point, however, final determination of eligibility will be made subsequent to the lottery drawing.
- (3) The applicants will first be divided into two batches separated by Seymour residents and Non-Seymour residents.
- (4) Determination will be made as to which size apartment is appropriate for the family and applications in both the Seymour resident and Non-Seymour resident groups will then be batched by bedroom sizes in accordance with the occupancy standards mentioned in Section H of this policy.
- (5) After all applicants have been determined eligible, the applications will be chosen for placement on the waiting list by a lottery drawing as described in Section F, the Preference System of this policy. The first group to be drawn will be the two-bedroom and three-bedroom Seymour residents. They will be placed numerically on the list in the order they are selected. The next group to be drawn will be the two-bedroom and three-bedroom Non-Seymour residents. This group will be placed on the waiting list numerically subsequent to the Seymour residents.

- (6) Full screening/interviewing for credit worthiness, past rental history, and criminal or nuisance behavior, utilizing the selection criteria mentioned in section G., and verification methods mentioned in section I of this policy will occur immediately following the lottery drawing. This process will be completed within 45 days of the lottery drawing.
- (7) Ineligible applicants will be removed from the waiting list. The ineligible applicant will be sent a correspondence which details the reason for the determination and informs him/her the right to request an informal grievance hearing, as well as the right to examine his/her file.
- (8) Eligible applicants will be sent a correspondence informing them of their eligibility along with a receipt which contains their control number and their assignment on the waiting list.

A separation of the waiting list will be maintained based on closing and re-opening of the list. Prior to selecting families on subsequent lists the prior list will be exhausted.

B. Posting Requirements

The waiting list shall be posted in a conspicuous location at the main rental office and made available upon request. At the time the waiting list is up-dated, the up-dated list must be posted. The list of applicants housed showing the applicants name and number on the list and the application date must also be posted.

C. Method of Applicant Selection

In the event of a vacant dwelling unit, applicants will be selected for vacant apartments in the order they appear on the list. The Seymour Housing Authority will first match the needs or characteristics of the applicant to the unit available in accordance with section Part 2 Section H Occupancy Standards.

Each applicant selected for an available apartment will be contacted by telephone. If the applicant is not at home to receive the call, Seymour Housing Authority staff may leave a message on a voice mail system or with whom ever answers the call. Staff will then write a letter to the applicant and inform them they have seven days to contact the Authority to view the available unit. The applicant is informed verbally and in writing if they do not contact the Seymour Housing Authority and make arrangements to view the apartment in the prescribed time frame, it will be considered a refusal of the offer.

To minimize the effect of vacancy loss, more than one applicant may be contacted for the same available unit. This procedure is followed in the event the first applicant on the waiting list does not accept the vacant unit, then no time is

wasted contacting the next family on the list. Applicants that are not first on the list are to be informed as such, and in the event the person in front of them on the list declines the unit, then they will be placed in the vacant unit.

After an applicant's first refusal of a unit the applicant will maintain in the same place on the waiting list regardless of the reason for refusal, as long as it is deemed "good cause" A second refusal without good cause will result in the applicant's removal from the waiting list. Applicants removed from the waiting list due to refusal may not re-apply for a six month period or until the next time the list opens which ever occurs first.

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Seymour Housing Authority clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, national origin, sexual orientation, or lawful source of income, the application will not be dropped from the list.

Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:

1. Inaccessibility to source of employment such that adult household member must quit a job or drop out of an educational institution or job training program.
2. The family demonstrates to the Seymour Housing Authority's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.
3. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member.
4. The unit is inappropriate for the applicant's disabilities.

The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to the Seymour Housing Authority's satisfaction, the refusal of the offer **shall not require** the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list.

The Seymour Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reasons for the rejection.

If an applicant's family composition changes, so that the family is required to rent a unit with a different number of bedrooms than requested on the original application, after proper verification that the applicant still meet the program requirements, the applicant will be switched to the other waiting list and will be placed in chronological order based on the date of the request for the change in the waiting list.

C. Occupancy of Dwelling Units with Accessible or Adaptable Features

1. Three Moderate Rental dwelling units have accessible or adaptable features. They are located on Seymour Ave. (Castle Heights - MR 19A) at 7, 10 and 30 Seymour Ave.
2. Before offering a vacant accessible unit to a non-disabled applicant, the Housing Authority will offer such units:
 - (a) first, to a current occupant of another unit of any Moderate Rental development having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit);
 - (b) second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
3. When offering an accessible/adaptable unit to a non-disabled applicant, HA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit. This requirement will be effective in the lease agreement signed with the applicant.
4. In no event will the accessible/adaptable unit remain vacant awaiting application by an eligible handicapped/disabled family.

Part 4
Rent Determination, Continued Occupancy,
Income Verification

A. Rent Determination

Rents shall be based upon a percentage of family income (See appendix C, Percentage of income charged for ModernateRental). Base rents are established by the Seymour Housing Authority (See appendix D, Moderate Rental Base Rent Schedule). The resident will pay a rental rate based on a percentage of the adjusted net family income up to the established continued occupancy limits or the Base Rent, which ever is greater. Residents exceeding the continued occupancy limits will pay a surcharge of 2% of income for the amount of income over the continued occupancy limits.

1. **Income Sources:** the income of all family members from all sources shall be counted toward the total family income for the purposes of determining eligibility for admission to and for continued occupancy in the Moderate Rental Program.
2. **Adjusted Family Income:** The following items shall be deducted from the total (gross) family income to arrive at adjusted net family income:
 - (a) Income from all dependents who have not reached their 18th birthday, including income received as compensation for the care of foster children, and the State Department of Children and Families
 - (b) Income from full-time students who have not reached their 23 birthday.
 - (c) Annual medical expenses which exceed 3% of the family's gross income.
 - (d) Child care costs which enable one or both parents to be gainfully employed, and alimony payments ordered by the courts for dependents and certified as paid.
 - (e) Each dependent as defined by the internal revenue service, will be allowed a deduction of \$750.00.
 - (f) An amount which equals ten percent of the difference between total family income, less deductions a through e.

3. **Income Exclusions:** Income reported from residents who have recently gained employment and who have recently moved from Welfare to Work will be excluded for a period of two years by the following manner. The Seymour Housing Authority will average anticipated annual employment income with actual annual welfare benefits. The year following will be calculated in the same manner. At the conclusion of a three year period, the rent will be calculated by verifying and using actual income in the calculation.
4. **Seasonally Employed Residents:** For residents who are seasonally employed, or are employed in a second job for a portion of the year, such as construction workers, teachers, agricultural workers, municipal employees, tree removal workers, roofers, etc... and their annual income verification are not over income for the preceding two years, but who on the re-verification are under the maximum income limits, their income shall be based on the average income for the preceding two years.

B. Annual/Special Tenant Re-examination

1. Annual Re-examination. The Authority shall, at least annually, reexamine the incomes of all resident families. This will take place each year for a rent change to be effective May 1. **Income and medical expense information will be collected between January 1, and February 15th each year.**

The Authority will require a written application for continued occupancy from each family, signed by the head of the family or the spouse, which will set forth in adequate detail all data and information necessary to enable the Authority to determine: (a) whether the family meets the requirements of eligibility for continued occupancy, (b) the rent to be charged and (c) the required size of the unit.

The resident is required to fill out the application for continued occupancy listing all household family members and total household income. The application for continued occupancy must be filled in accurately and completely and indicate annual household income in a clear manner as to inform management of total household income. Response shall be clear enough and must match the documentation presented with the application. There is to be no guess work required to determine household income. Failure to fill this form out accurately will result in termination of the Lease.

Employment, income, allowances, Social Security numbers and such other data as is deemed necessary will be verified. At this time, bank records

will be reviewed and the year-end balance of assets will be considered. All verified findings will be documented and filed in the resident's folder.

Families failing to attend re-examination appointments or provide requested data is a violation, which will result in termination of the lease.

Tenants failing to meet the continued occupancy requirements shall be notified in writing of such ineligibility and the reason(s) therefore, and advised of their right to request a hearing.

All information and documentation required must be submitted by the residents on or before February 15, each year. Late expense document submissions will not be considered in calculating the rent. Late income submission will be include but not be limited to the Seymour Housing Authority seeking termination of the Lease

2. Procedure for Implementing Continued Occupancy Requirements . A procedure for implementing the continued occupancy and annual recertification requirements in Moderate Rental Housing Program follows:

a. 120 days prior to rent increase, the the Seymour Housing Authority shall mail an "Application for Continued occupancy" to each tenant in the complex. The the Seymour Housing Authority should also initiate the annual recertification process at this time (see Section 5 of Chapter 9). The information collected during the recertification process will be needed to verify and compute each tenant's eligibility for continued occupancy. A schedule for coordinating these two procedures appears in Exhibit 3-6. The the Seymour Housing Authority should aim to complete the "Applications for Continued Occupancy" and the Calculation Worksheets that are part of these procedures no later than 60 days prior to rent increase.

b. 65 days prior to rent increase, the the Seymour Housing Authority shall mail a notice to each over income tenant in the complex. Pursuant to Section 8-73 of the Connecticut General Statutes, the notice shall state that the tenant has sixty (60) days to vacate his dwelling unit and that his failure to do so will result in his paying a 2% surcharge at implementation of recertification. The the Seymour Housing Authority must ensure that each over income tenant receives this notice 60 days prior to implementation.

c. On or about March 1, the the Seymour Housing Authority shall submit a list of all over income tenants to the CHFA's Asset Management Division.

d. Sixty days before implementation, the the Seymour Housing Authority shall mail a notice to each tenant that specifies the amount of his/her rent.

The tenant must actually receive the notice 30 days prior to the effective date of implementation of the new rent.

3. **How Decreases of At Least 10% in Income Affect Over Income Tenants.** Any over income tenant who experiences a decrease of at least 10% in his/her adjusted gross income may reapply to the the Seymour Housing Authority to have his/her surcharge and eligibility for continued occupancy redetermined. The the Seymour Housing Authority should redetermine the tenant's rent by using his/her anticipated annual income. Anticipated annual income shall be computed by annualizing the tenant's current income. The the Seymour Housing Authority must reduce the surcharge effective the first month commencing after the month in which the decrease in amount of the income is reported.
4. **How Decreases of Less Than 10% in Income Affect Over Income Tenants.** Any over income tenant who experiences a decrease of less than 10% in his adjusted gross income is subject to the reporting schedules contained in the Regulations for the Moderate Rental Housing Program.
5. **Eviction of Overincome Tenants.** Any over income tenant who remains in occupancy after the sixty day notice period is subject to eviction pursuant to Section 8-73 of the Connecticut General Statutes. The **President of CHFA may waive the eviction requirements** of Section 8-73 **if** the vacancy rate caused by the eviction(s) would result in an inability of the project to provide an income adequate for debt service and a balanced budget, if any, administration, including the state service charge, other operating costs and reserves for repairs, maintenance, replacements and collection costs. Inquiries concerning the waiver provisions of Section 8-73 should be directed to the CHFA's Asset Management Division.

C. **Income Verification**

Verification of income under continued occupancy is based on the same guidelines listed in Part 2, Section I, Verifications

D. **Resident Transfers**

It is the HA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin or familial status. Residents can be transferred to accommodate a disability. Resident will not be transferred to a dwelling unit of equal size.

Residents will be required to transfer when their occupancy of a dwelling unit no longer meets the Occupancy Standards and/or their unit is required for a family of a larger size for which the unit is more suitable.

Resident Transfer Criteria:

1. Emergency transfers are permitted when the unit or building conditions poses an immediate threat to resident life, health or safety as determined by HA. Emergency transfers may be made to repair unit defects hazardous to life, health or safety, or alleviate verified medical problems of a life threatening nature. **These transfers shall take priority over new admissions.**
2. Medical transfers shall be permitted, provided, tenant furnishes the Seymour Housing Authority with an adequate medical report signed by a physician licensed to practice in the State of Connecticut describing the conditions of the current apartment that contributes to the patient's request for medical transfers. The resident must also provide the Seymour Housing Authority with a written authorization for said physician to release the medical history. **These transfers shall take priority over new admissions.**
3. Good record required for a transfer – Requested transfers will be approved if residents:
 - (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - (b) do not owe back rent or other charges, or evidence a pattern of late payment; or,
 - (c) meet reasonable housekeeping standards and have no housekeeping lease violations. A scheduled housekeeping inspecton will be required prior to consideration of a request.

Exceptions to the good record requirements may be made for emergency transfers or when it is to HA's advantage to move forward with the transfer.

E. Additions to the Household

1. Use and occupancy of the premises is limited to the Tenant and his or her family as named in the rental application and the Lease.
2. If any person other than those listed on the rental application or the Lease occupies the premises or portion thereof, it shall be regarded as a breach of the lease and said lease shall be terminated.

3. If the Tenant fails to file a proper and complete family composition and income statement (Application for Continued Occupancy), together with supporting documentation, in accordance within designated time limits, the Tenant will be subject to any penalties imposed by State Statute, Regulations or Authority policy, which may include, but not limited to, a \$100 per month surcharge rent adjustment or termination of Tenant's lease.
4. Residents are not permitted to provide accommodations for boarders or sub-lease Moderate Rental dwellings.
5. Residents wishing to add household members must do so by completing a revised Application for Continued Occupancy listing all household members. **Additional members are not to reside on the premises until such time as permission is granted by the Seymour Housing Authority.**
6. The Seymour Housing Authority will screen all additional household members in the manner described in Part 2 Sections E and I. The Seymour reserves the right to reject any and all proposed additions to the households based on the criteria in Part 2, Section B. Eligibility Requirements.

F. Additional Charges

1. Security Deposit:

Each tenant is required to pay a security deposit in an amount equal to two times the base rent. Such payments must be made prior to occupancy. The security deposit, with interest, will be returned to the former tenant within thirty (30) days after move-out if the following conditions are met:

- (a) there is not unpaid rent or other charges for which the tenant is liable;
- (b) the apartment and all equipment are left clean and all trash and debris removed and properly disposed;
- (c) all keys issued to the tenant have been returned to Management upon move-out;
- (d) The Security Deposit may not be used to pay charges during occupancy..

2. Pets:

The tenant may own a pet as outlined in the Pet Policy established for the Moderate Rental Property. Tenants electing to keep a pet will be required to pay a \$200 pet security deposit. These costs are explained further in the Pet Policy and the Lease.

3. Tenant damages and alterations:

Tenant will be charged for repair and maintenance service other than normal wear and tear resulting from improper use, alterations or acts of vandalism by Tenant, Family Dependents or Guests to the dwelling, premises, project buildings, facilities, common areas or grounds. Such charges will be based on the costs of labor and materials, as necessary, to repair the damage or provide the service. Housing Authority will give a written statement to Tenant in support of such charges. Charges, other than rent, shall be due and payable thirty (30) days after the service was provided and the charges assessed.

Exhibit B is a list of charges for the most common damages or alteration repairs.

G. Leasing

1. Prior to admission a lease shall be signed and dated by the head of household and spouse, or other member of the household, and by the Authority. The head of the household is the person who assumes legal and moral responsibility for the household.
2. The lease is to be current at all times and must be compatible with Authority Policies as well as state and federal law.
3. Notices of Rent Adjustments will be issued to amend the dwelling lease. This procedure provides formal acknowledgement of the rent changes. Documentation will be included in the tenant file to support proper notice.
4. Schedules of special charges for services, repairs and utilities, and rules and regulations, which are required to be incorporated in the lease by reference, shall be publicly posted in a conspicuous manner in the project office and shall be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty (30) days written notice is given to each effected tenant setting forth the proposed modification, the reasons therefore and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:
 - (a) delivered directly or mailed to each tenant; or

- (b) posted in at least three conspicuous places within each structure or building in which the effected dwelling units are located, as well as in a conspicuous place at the project office, if any or if none, a similarly central location within the project.
5. Any modifications of the lease must be accomplished by a written rider to the lease signed by both parties.
 6. Each lease shall be explained in detail to the applicant and his family prior to execution. Lessees shall sign said lease only after it has been explained to the applicant and the applicant has received a copy of the applicable Rules and Regulations of the Seymour Housing Authority in effect at the time said lease is executed.
 7. A lease shall be executed in duplicate, **PRIOR TO ADMISSION**, by the members of the family selected for occupancy and by the Seymour Housing Authority's certified Public Housing Manager (PHM). The original shall be retained by the HA and an executed copy shall be furnished to the tenant. Both parties shall execute a new lease when a family transfers from one unit to another. During tenure of the lease agreement, changes in rent shall be made by written, dated and signed Notices of Changes in Rent, which shall become part of the existing lease.
 8. The original application shall become part of the lease document. Any representations made on the application shall become part of the lease. If the Seymour Housing Authority determines that misrepresentations were made on the application, then the Lease will be terminated in accordance with the appropriate provisions of the lease.
 9. Subsequent to an applicant choosing an apartment but prior to lease up, the following shall occur:
 - A Set up a meeting with the applicable block watch committee to meet the new resident and to go over the Block Watch functions and activities. A brief review of the rules of occupancy are done at this meeting. Include the Community Policing Officer in this meeting if possible.
 - B During the leasing appointment, the following sections of the Lease will be asterisked (*) and initialed by the applicant:
 - 1 Section 1., paragraph 3
 - 2 Section 3., paragraph E
 - 3 Section 5, Paragraph A
 - 4 Section 6., Paragraph Q
 - 5 Section 6., Paragraph R

- 6 Section 11., Paragraph D, Sentence 3 relative to failure of the tenant to timely supply all required information on the income and composition, or eligibility factors...
- C. A memo to the residents file is to be typed by the staff that was present at the lease signing. The memo shall document that these items relative to occupancy were reviewed with and understood by the applicant/resident. The memo shall further state that the applicant/resident initialed these provisions documenting they have been explained and understood.
- D. Both the memo and Lease shall be promptly filed in the resident folder.

H. Inspection of the Dwelling

The Seymour Housing Authority shall make a physical inspection of the dwelling assigned to the tenant at admission, at the time he/she vacates and annually upon reasonable notice to the tenant, which notice is in writing and served more than two (2) days prior to the time for inspection.

Both shall review the items inspected completely and sign an Inspection List in duplicate, one copy shall be given to the tenant. The report shall serve as the basis for assessing maintenance charges to be passed on to the tenant.

With advance notice, SHA employees will enter the premises during reasonable hours for routine maintenance, improvements or repairs. The unit may also be shown for re-leasing. SHA employees may enter the premises at any time without advance notice where there is reasonable cause to believe an emergency exists. Should the family be absent from the unit, a written notice detailing the time and reasons for entry will be provided.

I. Occupancy of Moderate Rental Dwelling Units

Residence and Continued Occupancy of Moderate Rental Dwelling Units requires complete and accurate cooperation with the income reporting requirements State Statute, the Moderate Rental Program, this Policy and the Lease requirements. Reasonable and responsible housekeeping and cooperation with the continued maintenance of the rented property by preventing damage and alteration and reporting necessary maintenance to the dwelling is a responsibility of each resident. Resident relationships with neighbors require conduct that would not adversely affect the health, safety, **peaceful enjoyment**, and welfare of other residents, the physical environment or the financial stability of the project. Good neighbor relations are a condition of continued occupancy.

Violations involving disturbances, nuisance behavior and inaccurate or incomplete reporting of household members and income will result in the initiation of eviction action and prompt the pursuit of criminal action under the fraud statutes relative to occupancy of Moderate Rental Housing.

J Tenant Fraud

If a resident fails to supply required reports of interim changes in income, household composition or other factors, or submits incorrect information on any application, certification or recertification and, as a result, is charged a rent less than the amount required by the rent formulas, the resident must reimburse the Seymour Housing Authority for the full amount of the difference between the rent the Tenant should have paid and the rent he/she was charged.

Recertifying Improper/Inaccurate Information for Certification and Recertification of Tenant Rent. When the Seymour Housing Authority becomes aware that a Tenant may have provided improper or inaccurate information during the processing of a Tenant's certification or recertification, the Seymour Housing Authority shall do the following:

- a. The Seymour Housing Authority must investigate and document the Tenant's statements or any conflicting information we have received. To investigate questionable information, the Seymour Housing Authority may:
 1. confront the Tenant with the Tenant's information and any conflicting information;
 2. obtain additional information from other persons or agencies; or
 3. take other actions to verify either the Tenant's information or the conflicting information.

For Example: A Tenant may state that he/she does not receive child support payments. The Tenant's ex-spouse or the child's father may then be contacted by the Seymour Housing Authority and asked to supply copies of canceled checks and/or receipts for monthly child support.

- b. If the efforts outlined in paragraph (a) above lead the Seymour Housing Authority to conclude that the Tenant supplied incorrect information, the Seymour Housing Authority must document his/her findings in writing. The Tenant must then be notified in writing of the error, identifying what information is believed to be incorrect. In addition, the Tenant must be provided with an opportunity, within 10 calendar days, to meet with the Seymour Housing Authority and discuss the allegations.
- c. If the Tenant responds and convinces the Seymour Housing Authority that his/her submissions were correct, the Seymour Housing Authority should document the record accordingly. If the Seymour Housing Authority determines that the Tenant is wrong, the Seymour Housing Authority should adjust the Tenant's rent to reflect any corrected income, allowances, and family composition and require the Tenant to make arrangements to pay the amounts that were previously underpaid because of the Tenant's submission of incorrect information.
- d. The meeting with the Seymour Housing Authority shall be with a designated representative of the

Seymour Housing Authority who has not been involved in any manner with the review of the allegedly false information.

Lease Provisions. Seymour Housing Authority has developed lease provisions that permit the termination of the Tenant's lease if the Tenant deliberately supplies false information. The lease should also specify that the Tenant must report the following changes:

- a. a household member moves out of the unit;
- b. an adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment;
- c. the household's income cumulatively increases by %10 or more a month.

K. Visitors

The Tenant shall have the right to exclusive occupancy of the leased premises which shall include reasonable accommodations of the Tenant's guests or visitors and **with consent of the Housing Authority**, may include care of foster children or live in care of a member of the Tenant's family.

"Reasonable" as used in this paragraph shall mean **infrequent, periodic** stays of no more than twenty-one (21) days accommodation in a year's (12 months) time, **without first having notified the Housing Authority and secured permission.**

L. Incident reporting and Grievances.

- a. Grievance Procedure

The Seymour Housing Authority has set forth the requirements, standards and criteria for a grievance procedure to be established to assure that a Public Housing tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any Seymour Housing Authority action or failure to act involving the tenant's lease with the Seymour Housing Authority or Seymour Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status. The Greivance procedure is attached as C.

- b. Tenant Dispute and Incident Reporting.

A Preliminary Grievance Procedure is utilized in matters of residents reporting tenant lease violations or tenant disputes. This procedure sets forth protocol and procedure to resolve resident complaints and inquires that are not of a nature requiring consideration under the Public Housing Grievance Policy.

Our grievance procedure provides the right of a tenant to be represented by counsel as well as the opportunity for due process. The tenant shall have the right to refute the evidence presented by the Seymour Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have. See Exhibit D.

M. PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid by check or money order, no cash, at the offices of the Seymour Housing Authority located at 28 Smith Street. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$15 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs and whatever bank service charge incurred by the Seymour Housing Authority.

If the rent is not paid by the 15 of the month an additional late charge of \$15.00 late charge. If the rent is not paid by the 25 of the month an additional \$20 late fee will be charged and the Seymour Housing Authority will be forwarded to the attorney for eviction for non-payment.

Part 5

Lease Terminations

The tenant may terminate the lease by providing the Authority with thirty- (30) days written notice as defined in the Lease Agreement.

The Authority may terminate the lease at any time, for good cause, by giving written notice. "Good cause" includes, but is not limited to, chronic rent delinquency, failure to pay service charges, serious or repeated interference with the rights of other tenants or neighbors, serious or repeated damage to the lease premises, creation of physical or health hazards, failure to fulfill tenant obligations set forth in the lease or for serious or repeated violations of the term of the lease.

Any of the following types of criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control shall be cause for termination of tenancy;

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other residents;
2. Any drug-related or criminal activity occurring on or off Housing Authority property 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 will be treated as a "serious violation of the material terms of the Lease". Criminal activity is cause for eviction even in the absence of conviction.
3. Alcohol abuse is grounds for termination of tenancy if the Seymour Housing Authority determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
4. Any person who the Seymour Housing Authority determines that a pattern of illegally using a controlled substance, or whose illegal use of a controlled substance is determined to interfere with health safety, or right to peaceful enjoyment of the premises by other residents.
5. The Seymour Housing Authority will immediately terminate tenancy if it determines that any member of the household has ever been convicted of a drug-related criminal activity for manufacture or production of metaaphetimine on the premises.
6. Discharge or illegal possession of firearms.
7. Anyone involved in fights, assaults, and acts of violence or disputes on or outside Housing Authority property.

8. Any household that is reported on more than one occasion to have a high degree of traffic to and from his/her apartment.
9. Any resident or covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or members of Seymour Housing Authority staff residing on the premises, or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
10. Any resident or covered person that is fleeing to avoid prosecution, or custody of confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the applicable laws; or who is in violation of a condition of probation or parole imposed under Federal or State Law.

Other Considerations for Termination of the Lease:

1. Any resident that the Seymour Housing Authority has determined has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
2. Discovery of material false statements of fraud by the tenant in connection with an application for assistance or with reexamination of income.
3. Failure to accept an offer of a Lease revision that has been duly adopted by the Seymour Housing Authority to an existing Lease. Revisions must be proposed in writing and provided to the tenant not less than 60 calendar days prior to the date the scheduled revision is to take effect. The Household will be given 30 days to review and accept the Lease revision.

If the Authority terminates the lease, written notice will be given as follows:

1. at least fourteen (14) days prior to termination for failure to pay rent;
2. a reasonable time prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants of Authority employees or the safety of the premises;
3. at least thirty (30) days prior to termination in all other cases.

Notice of termination shall state reason(s) for the termination; inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the Authority's Grievance procedure.

Grievances or appeals concerning the obligations of the tenant or the Authority under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. This procedure is posted in the Area Management office and incorporated herein. The Authority is not required to provide for a grievance hearing when the tenant owes any outstanding rent or other charges to the Authority unless the grievance concerns the amount of such rent or charges and such amount is place in escrow as required by the Grievance Procedure of the Authority.

Part 6
Definitions

Glossary

Family Income

The total gross annual income received by all persons residing in the unit.

Adjusted Gross Income The family income less all allowable deductions.

Adjusted Monthly Income The adjusted income divided by twelve (12).

Current Approved Percentage The percentage by which the adjusted monthly income is multiplied to determine whether the tenant will pay more than the base rent. The percentage of income must be established by the Seymour Housing Authority and approved by the president of CHFHA.

Utility Allowance The Seymour Housing Authority's estimate of the average monthly utility bills (gas, electric, water, sewer, oil, propane) for an energy conscious household. This estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent, there is no utility allowance.

Tenant Rent The greater of the adjusted monthly rent (based on percentage of income) or the base rent.

Total Monthly Surcharge Two percent (2%) of the adjusted gross income that is in excess of the continued occupancy limit.

Total Monthly Payment The total monthly surcharge added to the tenant's rent.

Base Rent The minimum rent that must be charged to meet all of the complex's operating expenses. This rent is established on the Management Plan (i.e. the operating budget) for each complex.

Available Monthly Income The adjusted monthly income multiplied by the current approved percentage.

Adjusted Monthly Rent The available monthly income minus the Utility Allowance.