

**HOUSING AUTHORITY OF THE  
TOWN OF SEYMOUR**

**TENANT SELECTION  
AND  
CONTINUED OCCUPANCY POLICY**

**ELDERLY (FEDERAL) PROGRAMS**

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## **Part 1 Introduction**

It is the mission of the Seymour Housing Authority to provide safe, decent, and affordable housing to its community. To assist us in achieving that goal the U.S. Department of Housing and Urban Development (HUD) has implemented President Clinton's "One Strike and You're Out" Policy through enacting the 1996 "Extender Act". HUD has also adopted as a final rule on May 24, 2001 the revised 24 CFR Parts 5 et al. In accordance with provision of the 1996 Extender Act, and 24 CFR Parts 5 Subsection 960 et al 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 federally assisted 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 (HA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, 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), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The HA shall not, on account of race, color, sex, religion, familial status, disability or national origin:

- (1) deny to any family 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 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 U.S. Department of Housing and Urban Development and the State of Connecticut.

**B. Eligibility Requirements**

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

Applicants who qualify as a family. A family consists of:

- a. two or more persons who have a family-type relationship; or
- b. a single person who is:
  - eligible, by age, to receive an old age benefit under Title II of the Social Security Act; or,
  - handicapped within the meaning of Section 202 of the Housing Act of 1959; or
  - disabled within the meaning of either Section 223 of the Social Security Act or 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970; or
  - displaced by governmental action, or by a formally recognized disaster; or,
  - the remaining member of a tenant family.

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 owning rent payments; who would not be a detriment to the health, safety, or welfare of his/her neighbors or the community life; and who would not be a source of danger to the peaceful enjoyment of the other tenants.

Applicants who proved 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.

Applicants that are United States Citizens; or Non-Citizens who have eligible immigration status in one of the following categories:

- (1) 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);
- (2) a non-citizen who entered the United States 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);
- (3) a non-citizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA (I.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;
- (4) 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));
- (5) 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,
- (6) a non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status as described in paragraph 4 of this section.

### **C. Waiting List**

The Seymour Housing Authority maintains a central pool of eligible elderly, disabled and handicapped applicants on a waiting list, separated by bedroom size and accessibility requirements, for both its Federal and State of Connecticut Elderly 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 HA's waiting list has sufficient application to fill anticipated vacancies for the coming 12 months, HA 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 applications 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 within thirty (30) days, his/her application will be removed from the waiting list. Undelivered letters with their envelopes shall be attached to the respective applications as evidence of the unsuccessful efforts to locate the applicants. Each retired application shall be documented with the date of retirement, 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 form position on the waiting list.

If the applicant can prove to the HA that such notification never reached him/her due to an error by the Housing Authority (incorrect address on the envelope, etc.,) the applicant shall be reinstated to his/her place on the list where he/she would be if the HA 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 HA informed with current information: change in address, phone number, and/or family composition.

### **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)

### **E. Processing Applications**

Every application constitutes the basic legal record which supports the Seymour Housing Authority's determination of eligibility status, rent and size of 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 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. for Zero income and very low income, the minimum rent charged any tenant will be \$50.00 per month if 30% of adjusted income is lower than \$50.00 per month. 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, health care, childcare, debts, household items, etc. It will also ask applicants about the status of any application or benefits through AFDC or other similar programs. If a “zero income” family is admitted, quarterly re-determination of income will be performed.
5. The HA’s records, with respect to applications for admission, shall indicate for each application: the date and time of receipt; the determination by HA as to 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 HA to verify applicant’s information;
7. the Seymour Housing Authority will verify all the pertinent factors relative to eligibility. Once the verification process is completed, and the HA has determined that the applicant is eligible based on the criteria described herein, the family will be notified in writing that they have been deemed eligible and have been placed on the waiting list in the order relative to the date and time the HA received the application;
8. any applicant determined to be ineligible shall be properly notified by the HA 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 HA’s approved grievance procedure (Appendix B). Such requests must be received in writing;

9. when determination has been made 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 application.

#### **F. The Preference System**

Applicants are placed on the regular waiting list on a first order of priority based on the date and time their application was received by the HA.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, e.g., the next unit available is an accessible unit.

Factors other than "first-come, first served" that affect applicant selection and de-concentration for its units and applicant selection for the five (5) accessible units are described further in Part 3.

#### **G. Applicant Selection Criteria**

The Seymour Housing Authority will aggressively administer these provisions for eligibility and selection in cooperation with the President's "One Strike and You're Out" policy for public housing residents, and 24 CFR Parts 5 Subsection 960 et al as published by HUD on May 24, 2001. The HA will conduct comprehensive background checks that include screening for criminal activity. Pursuant to the Housing opportunities program Extension Act of 1996, Public Law 104-120, the U.S. Department of Housing and Urban Development and the Department of Justice have entered into an agreement, which sets forth procedures for access to criminal history data. We will work 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 is 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;
  - (b) a record of disturbance of neighbors;
  - (c) a record of destruction of property;

- (d) a record of poor living or housekeeping habits;
  - (e) a history of crimes of physical violence to person or property;
  - (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;
  - (g) a history of crimes which would adversely affect the health, safety or welfare of other tenants;
  - (h) any previous evictions from public housing or termination of rental assistance within the past three years because of drug-related criminal activity;
  - (i) any previous convictions of drug-related criminal activity for manufacture or production of met amphetamine on the premises of federally assisted housing;
  - (j) Any member of a household that is subject to a lifetime registration requirement under a State sex offender registration program;
  - (k) Any household member the Seymour Housing Authority has reasonable cause to believe has a pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - (l) whether the applicants are capable of living independently, or provide services, acceptable to SHA, to live independently.
2. The HA will check applicant's ability to comply with essential lease requirements as to:
- (a) determining acceptability for admission, the 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, interviews with previous landlords, employers, family social workers, parole officer, criminal and court records, clinics, physicians, drug abuse treatment facilities, courts, or the State, or local 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 low-income housing program;

- (b) whether applicants currently owe rent or other amounts to the Seymour Housing Authority or any other Housing Authority in the State of Connecticut in connection with the public housing or rental assistance programs;
  - (c) in the event of receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects; for example:
    - (m) evidence of rehabilitation:
    - (ii) evidence of the family's participation in or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs;
    - (iii) evidence of family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
  - (d) whether applicants have committed fraud in connection with any Federal housing assistance program.
3. SHA 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:
    - (1) the reason for the unsuitable rental history and/or behavior; and,
    - (2) that the reason for the 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 HA'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, HA shall have the right to verify such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. HA 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.
4. The HA 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 housing assisted under the 1937 Housing Act. Consideration may be given in the following cases:
- (a) if HA determines that the evicted person has successfully completed a rehabilitation program approved by HA;
  - (b) if HA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
  - (c) if HA 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.

Prior to the execution of any lease between the Authority and the applicant, the Authority will certify in writing that the family meets all conditions governing eligibility.

## **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>
0	1	1
1	1	2

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 two (2) more times. If the applicant rejects three (3) offers, the application will be placed at the bottom of the waiting list. If the applicant provides clear evidence of an undue hardship, not caused by discriminatory practices, the refusal shall not count as a rejection.

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.

**I. Verifications**

The 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 lease execution and for all subsequent re-examinations 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-examinations, 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 Application for Admission or the Applications for Continued Occupancy will normally be considered sufficient verifications 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 the 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.

3. The following statements will also be verified and documented in the tenant file:
  - (a) age of family members when the sole factor determining eligibility is age;
  - (b) displacement, handicap or disability when they are a factor in determining eligibility or preference. For persons who claim disability or who are not recipients of benefits under Section 223 of the Social Security Act or Section 102(b) 5 of the Development Disabilities Services and Facilities construction Amendment of 1970, a doctor's certification as to the degree and possible length of such disability shall be required. The receipt of veteran's benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability;
  - (c) non-economic selection criteria wherein information provides the basis for denial of eligibility based on the past conduct of the applicant or members of his or her family.
  
4. The following statements will be verified in the event that an applicant has claimed mitigating circumstances that would be considered in determining eligibility:

inquires to drug abuse treatment centers will be made utilizing a form of written consent;

the written consent form will request any drug abuse treatment facility to inform the Seymour Housing Authority only whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;

the consent form authorizes the Seymour Housing Authority to receive such information from the drug abuse treatment facility, and to utilize such information in determining whether to prohibit admissions of the household member to the Seymour Housing Authority's Public Housing Program;

the consent form will expire automatically after the Seymour Housing Authority has made a final determination to either approve or deny admission to the household member;

the consent form will be signed by the household member the inquiry is being made of, failure by the applicant to sign the consent form will be reason to deny occupancy;

a drug abuse treatment facility is not liable for damages based on any information required to be disclosed under this section if such disclosure is consistent with section 543 of the Public Health Service Act (42 U.S.C. 290dd-2);

failure to request information from a drug abuse treatment facility under this section will not result in the Seymour Housing Authority being held liable for damages for failing to request or receive such information;

(h) records received under this provision will be managed in the same manner as all criminal history records under the Seymour Housing Authority's Criminal History Records Management Policy. Once determination of eligibility is made, the records relative to drug abuse treatment facilities will be destroyed in the required manner. All information and records received will be maintained in confidentiality in accordance with section 543 of the Public Health Service Act (12 U.S.C. 290dd-2). The information will not be misused or improperly disseminate, The information will be destroyed within five (5) business days after the Seymour Housing Authority makes a final decision to admit the person as a household member; or the information will be destroyed at such time the PHA denies the admission of such person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based upon that denial of admissions has expired without the filing of a civil action or until final disposition of any such litigation.

Verification of immigration status shall be conducted prior to determining eligibility.

**Part 3**  
**Tenant Selection and Assignment Policy**

**A. Organization of the Waiting List**

It is the Authority's policy that each applicant shall be assigned his/her appropriate place on a single jurisdiction-wide waiting list in sequence based upon date and time the application is received and suitable type or size of unit.

**B. Method of Application of Applicant Selection**

The Seymour Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

HA will first match the needs or characteristics of the applicant to the unit available. Further, in the selection of a family for a unit with accessible features, HA will give preference to families that include a person with disabilities who can benefit from the unit features.

An applicant will be moved to the bottom of the waiting list effective as of the date of their third refusal of a dwelling unit.

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 HA 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, or national origin, the applicant 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 HA'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 HA's satisfaction, the refusal of the offer **shall not require** that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list.

The HA will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

### **C. Deconcentration Policy**

It is Seymour Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Presently, the Seymour Housing Authority only operates one Federal Elderly Low Income Public Housing Program and one, State of Connecticut Elderly Low Cost Housing Program. An effort will be made to balance concentrations of income between these two elderly programs equally. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income as indicated as required by a quarterly analysis of the income levels. We will accomplish this in a uniform and non-discriminating manner while keeping as closely to the first order of priority method. For example if applicants number one, two, and three were below thirty (30) percent of median income, and number four being above 30% of median income; and our analysis showed that we were above the forty (40) percent of recent applicants housed below the thirty (30) percent of median income, we would skip to the next applicant by date whose income is above thirty percent, this applicant being number 4 on the list.

The Seymour Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal quarter, we will analyze the income levels of families we have placed in each of our elderly developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix d**.

#### **D. Deconcentration Incentives**

The Seymour Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

#### **E. Occupancy of Dwelling Units with accessible or adaptable features.**

1. 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 the same 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.
2. 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.
3. In no event will the accessible/adaptable unit remain vacant awaiting application by an eligible handicapped/disabled family.

## **F. Additions to the Household**

Following receipt of a family's request for approval, HA will conduct pre-admission screening of the proposed new member. Examples of situations where the addition of a family member is subject to screening are:

1. resident plans to be married and files a request to add the new spouse to the lease;
2. resident is awarded custody of a child over the age for which juvenile justice records are available;
3. resident desires to employ a live-in aide.

Residents who fail to notify HA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by HA and the entire household will be subject to eviction.

Visitors may be permitted in a selling unit provided they are reported to the HA within 72 hours of their arrival or prior thereto. Visits exceeding thirty (30) calendar days in one year are not approved. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Resident will not be given permission to allow a former resident of the PHA, who has been evicted, to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease. Residents must advise the Authority if they will be absent from the unit for more than three (3) days in order to secure the unit and protect the safety of the residents.

## **G. 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 except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director.

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. Single residents in a one-bedroom unit may be asked to transfer to a unit of a smaller size within thirty (30) days of a change in occupancy or after first being placed in a one-bedroom unit at the time of original occupancy.

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. In the event a resident living on the upper three floors becomes unable to evacuate their dwelling during an emergency such as fire, due to a physical or medical condition, and they are still able to live independently, they will be required to transfer to the first floor when a unit becomes available.
4. 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.

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.

## H. Additional Charges

1. Security Deposit:

Each tenant is required to pay a security deposit in an amount determined by the Authority. Such payments must be made prior to occupancy unless other arrangements are made with Management. 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 and magnetic cards 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. The amount of required Security Deposit is noted in Appendix C.

2. Excess Utility Consumption:

Where the utilities are included in the monthly rent, the Authority will charge each tenant for utility usage in excess of necessary amounts. These charges will be determined by a Schedule of Charges for use of Tenant-Supplied Major Appliances (See Appendix D).

3. Air Conditioners:

The tenant may choose to lease an air-conditioning unit from SHA at a rate of \$100 annually, payable in five monthly installments. Both parties will execute a Lease Addendum further defining the arrangement.

4. Pets:

The tenant may own a pet as outlined in the Pet Policy established for Rev. Callahan House. Tenants electing to keep a pet will be required to pay a \$300 pet security deposit and a \$15 monthly charge. These costs are explained further in the Pet Policy and the Lease.

## I. Leasing

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.

The lease is to be current at all times and must be compatible with Authority Policies as well as state and federal law.

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.

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:

delivered directly or mailed to each tenant; or

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.

Any modifications of the lease must be accomplished by a written rider to the lease signed by both parties.

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.

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.

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.

#### **J. 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.

**Part 4**  
**Determination of Total Tenant Payment and Tenant Rent**

**A. Family choice**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

1. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
2. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - a. The family's income has decreased.
  - b. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - c. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

**B. The Formula Method**

The total tenant payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income; or
3. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$ 50.00.

To determine adjusted monthly income all income is considered. Deductions from the income are medical expense (over 3% of income), applicable elderly allowances, and other such deductions granted by Federal Regulation. An additional deduction that will be permissible shall be child support payments.

### C. MINIMUM RENT

The Seymour Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Seymour Housing Authority will

immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
3. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. Long-term hardship. If the Housing Authority determines there is a long-

term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

**D. The Flat Rent**

The Seymour Housing Authority has set a flat rent for each Federal public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood and cost of operating the unit. The Seymour Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the May 1<sup>st</sup> each year for each affected family.

The Seymour Housing Authority will post the flat rents at the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

**E. CEILING RENT**

The Seymour Housing Authority has not set a ceiling rent for each public housing unit. The ceiling rent issue will be reevaluated annually and the adjustments (if any) will be applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on May 1<sup>st</sup> each affected family.

The Seymour Housing Authority will post the ceiling rents at the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

**F. PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the offices of the Seymour Housing Authority located at 32 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 \$10 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.

In accordance with the Rent Collection Policy a certified check or money order will be required after receipt of two (2) insufficient fund checks.

## **Part 5**

### **Eligibility for Continued Occupancy, Community Service, and Annual Re-Examination**

#### **A. Continued Occupancy**

Residents meeting all of the following requirements will be considered eligible for continued occupancy:

1. qualifies as a family or the remaining member of a tenant family as further defined;
2. family composition continues to meet the occupancy standards of the unit now occupied;
3. tenant record is satisfactory, whose occupancy is not a detriment to the health, safety or welfare of the neighbors or the community, or who does not have an adverse influence on sound family and community life.
4. each adult family member must either (a) contribute eight (8) hours per month of community service (not including political activities) within the community (namely, Seymour), or (b) participate in an economic self-sufficiency program unless they are exempt from this requirement.

The following violations will result in eviction actions:

1. any drug-related or criminal activity occurring on or off Housing Authority property. Criminal activity is cause for eviction even in the absences of conviction or arrests. Criminal activity includes anyone involved in the possession, sale, or distribution of controlled substances, including violations of liquor laws;
2. Alcohol abuse is grounds for termination 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;
3. any person Housing Authority determines is illegally using a controlled substance, or whose illegal use of a controlled substance is determined to interfere with the rights of other tenants;
4. discharge or illegal possession of firearms;

5. any person involved in fights, assaults, acts of violence or disputes on or outside Housing Authority property;
6. A household that is reported, on more than one occasion, to have a high degree of traffic to and from his/her apartment.

**B. Exemptions from the Community Service Requirement**

The following adult family members of tenant families are exempt from this requirement.

1. Family members who are 62 or older
2. Family members who are blind or disabled
3. Family members who are the primary care giver for someone who is blind or disabled
4. Family members engaged in work activity
5. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
6. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

**C. Notification of The Requirement**

The Seymour Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Seymour Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Seymour Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their

annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

**D. Volunteer Opportunities**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Seymour Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the Callahan House Tenants Association, the Seymour Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

**E. The Process**

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Seymour Housing Authority will do the following:

1. Provide a list of volunteer opportunities to the family members.
2. Provide information about obtaining suitable volunteer positions.
3. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
5. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in

6. meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
5. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Seymour Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

**F. Notification of Non-compliance with Community Service Requirement**

The Seymour Housing Authority will notify any family found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance;
2. That the determination is subject to the grievance procedure; and
3. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**G. Opportunity for cure**

The Seymour Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Seymour Housing Authority shall take action to terminate the lease.

## **H. 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 28 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.

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.

2. Flat Rents

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Seymour Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Seymour Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Seymour Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Seymour Housing Authority representative, they may make the selection on the form and return the form to the Seymour Housing Authority. In such case, the Seymour Housing Authority will cancel the appointment.

### 3. THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Seymour Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00.

4. Special Re-examination. Any time any of the following circumstances occur, rent and income will be reviewed and rent adjusted accordingly:
- (a) a change in Family Income which is more than 10% of gross income originally reported, and would effect the amount of rent due;
  - (b) a change in Family Composition, which would affect the amount of rent due.

Persons reporting zero income will have their circumstances examined every ninety (90) days until they have stable income. Persons claiming zero income will also be asked to complete a family expense form. (This form will be the first form completed in the annual/special re-examination process). The form will ask residents to estimate how much they spend on food, beverages, transportation, health care, childcare, debts and household items, etc. Residents will then be asked how they pay for these items.

After a special re-examination, any increases in rent will be effective the first day of the second month following the notice of the change. Decreases in rent relative to a special re-examination are effective the first of the month following the re-examination.

If, after re-examination, it is found that the size or composition of a family or household has changed so that the apartment occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Standards, above, Management shall give notice of at least thirty (30) days that the tenant will be required to move to the appropriately sized unit.

If it is determined that a tenant has misrepresented to Management the facts upon which the rent is based, so that the rent paid is less than should have been charged, the increase in rent shall be made retroactive to the date the change

should have been made. If Management determines that the tenant has gained admission or remained in occupancy in the Housing Authority's property through the tenant's willful misrepresentation of income, assets or family composition, Management shall provide the tenant thirty (30) days to vacate the leased premises.

## **Part 6 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 metaamphetamine 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.

**Protection for victims of abuse.**

**The Housing Authority of the Town of Seymour will not deny occupancy to or continued occupancy of the Rev. Callahan House of individuals protected under the provisions of VAWA who can document pertinent facts supporting their claim for protection under the Act.**

**Applicants or residents claiming protection under the VAWA will be required to document such incidents using form HUD-50066 and all the provision et.al.**

**(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.**

**(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.**

**(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, 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. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.**

**Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.**

**(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.**

**(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency 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 determining whether to evict or terminate.**

**(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.**

**(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.**

**(8) To document the facts that support incidents pertaining to WAVA provisions the Lessee or other affected household members must complete and submit form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking, or the information that may be provided in lieu of the certification within 14 business days of receipt of a written request for this certification by the Housing Authority of the Town of Seymour. Failure to document incidents of nuisance behavior related to WAVA provisions will affect the Housing Authority of the Town of Seymour's summary process procedure and continued occupancy of the household relative to Lease enforcement under the provision of Resident Obligations. The Housing Authority of the Town of Seymour reserves the right to implement the summary process provision relative to undocumented incidents relative to otherwise nuisance behavior by the Lessee, household members or guests and visitors under the household control.**

Other Considerations for Termination of the Lease:

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.

Discovery of material false statements of fraud by the tenant in connection with an application for assistance or with reexamination of income.

Failure of a family member to comply with service requirements will be grounds for non-renewal of the Lease and termination of tenancy.

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.

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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 placed in escrow as required by the Grievance Procedure of the Authority.



**Part 7**  
**Definitions**

- A. Annual Income** means all amounts monetary or not anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the twelve-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic as defined below or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:
1. the full amount before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;
  2. the net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided for in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
  3. interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. Where the family has Net family Assets in excess of \$5,000, annual Income shall include the greater of the actual income derived from all Net current passbook savings rate as determined by HUD;
  4. the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum amount or prospective amounts for the delayed start of a periodic amount;

5. payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
6. all welfare assistance payments received by or on behalf of any family member, exclusive of the amounts specifically designated for shelter or utilities where applicable;
7. periodic and determinable allowance, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling;
8. all regular pay, special pay, and allowance of a family member in the Armed Forces.

**B. Items not included in Annual Income**

Annual Income does not include the following:

1. income from the employment of children (including foster children) under the age of 18 years;
2. payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance, and worker's compensation) capital gains and settlement for personal property losses;
4. amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
6. the full amount of student financial assistance paid directly to the student or the educational institution;
7. the special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- 8.(i) amounts received under HUD funded training programs (e.g., Step-up program; excludes stipends, wages, transportation payments, childcare voucher, etc., for the duration of the training);
  - (ii) amounts received by a person with disabilities that are disregarded for allotted time for purposes of Social Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (iii) amounts received by a participant in other publicly assisted programs, which are specifically for, or in re-imbursment of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program;
  - (iv) a resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
  - (v) Compensation from state or local employment training programs and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs which clearly defined goals and objectives, and are excluded only for a limited period as determined in advanced by the PHA.
9. temporary, non-recurring or sporadic income (including gifts); or,
  10. for all initial determinations and re-examinations of income on or after April 23, 1993 reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  11. earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the head of the household and spouse);
  12. adoption assistance payments in excess of \$480 per adopted child;

13. the earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et.seq.), OR any comparable federal, state or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
  - (a) comparable federal, state or local law means a program providing employment training and supportive services that: (i) is authorized by a federal, state or local law; (ii) is funded by the federal, state or local government; (iii) is operated or administered by a public agency; and (iv) has as its objective to assist participants in acquiring employment skills;
  - (b) exclusion period means the period during which the resident participates in a program described in this section PLUS eighteen (18) months from the date the resident begins the first job acquired by the resident after completion of such program that IS NOT funded by public housing assistance under the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.). If the resident is terminated from employment without good cause, the exclusion period shall end;
  - (c) earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment program or subsequent job.
14. deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or prospective monthly amounts;
15. amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
16. amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. amounts specifically excluded by any other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs. That includes assistance under the United States Housing Act of 1937;

The following is a list of benefits excluded by other federal statutes as of August 1993:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017(h)).

Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5088). Examples of programs under this act include, but are not limited to: The Retired Senior Volunteer program (RSVP); Foster Grandparents Program (FPG); Senior Companion Program (SCP); and the Older American Committee Service Program, National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; Small Business Administration programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Services to persons with Business Experience, Service Corps of Retired Executives (SCORE) and Active Corps of Executives (ACE).

Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a)).

Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian Tribes (25 U.S. C. 459(e)).

Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance program (42 U.S.C. 8624(f)).

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)).

Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians (Pub. L. 94-540, 90 Stat 2503-04).

The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1707-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 U.S.C. 117b, 1407); and,

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work study program or under the Bureau of Indian Affairs students assistance programs (20 U.S.C. 1807 uu). Examples of IV programs include but are not limited to:

Senior Community Services Employment program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas mayores, national Council on Aging, American Association of Retired persons, national Council on Senior Citizens and Green Thumb.

Payments receive after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.).

Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L96-420, 94 Stat. 1785).

The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858(q)).

Earned income tax credit refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)).

### **C. Anticipating Annual Income**

If it is not feasible to anticipate income for a twelve- (12) month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for nine (9) months or for tenants receiving unemployment compensation).

### **D. Adjusted Income**

Adjusted Income (the income upon which rent is based) Means Annual Income less the following deductions and exemptions:

### **E. For All Families:**

1. Child Care Expenses – A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age for the period for which Annual Income is computed. Amounts deducted shall reflect charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of countable income from employment.

**BUT ONLY** when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HA when the expense is incurred to permit education.

2. Dependent Deduction – An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, live-in aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disable, handicapped or a full-time student.
3. Handicapped Expenses – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member, to be employed in no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually handicapped and equipment added to cars and vans to permit their use by the handicapped or disabled family member.

- (a) For non-elderly families and elderly families without medical expenses: The amount of the deduction equals the cost of all un-reimbursed expense for handicapped care and equipment less three (3) percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- (b) For elderly families with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for handicapped and equipment less three (3) percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) **PLUS** medical expenses as defined below.

**F. For Elderly and Disabled Families Only:**

4. Medical Expense Deduction – A deduction of un-reimbursed Medical Expenses, including insurance premiums, anticipated for the period, which Annual Income is computed. Medical Expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses,

eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HA for the purpose of determining a deduction from income the expense claimed must be verifiable.

- (a) for elderly families without handicapped expenses: the amount of the deduction shall total medical expenses less three (3) percent of annual income;
- (b) for elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3(b) above.

- 5. Elderly/Disabled Household Exemption – An exemption of \$400 per household, see definitions continued.

#### **G. Definition of Terms Used in this Statement of Policies**

- 1. **Accessible Dwelling Units** – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered and used by individual with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 and 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

- 2. **Accessible Facility** – Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.
- 3. **Accessible Route** – For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
- 4. **Adaptability** – Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.
- 5. **Allocation Plan** – The Plan submitted by the HA and approved by HUD under which the HA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families.

6. **Alteration** – Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.
7. **Applicant** – A person or family that has applied for admission to housing.
8. **Area of Operation** – the jurisdiction of the HA as described in state law and the HA’s Articles of Incorporation.
9. **Assets** – Means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects.” **IMPORTANT:** See the definition of Net Family Assets for assets used to compute annual income.
10. **Auxiliary Aids** – Means services or devices that enable person with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits or programs or activities.
11. **Care Attendants** – A person that regularly visits the unit of a HA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights to tenancy.
12. **Ceiling Rent** – Maximum rent allowed for some units in public housing projects
13. **Co-Head of Household** – a household where two persons are held responsible and accountable for the family.
14. **Dependent** – A member of the household, other than head, spouse, sole member, foster child, or live-in aide, who is under eighteen (18) years of age or older and disabled, handicapped or a full-time student.
15. **Designated Family** – Means the category of family for who HA elects to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.
16. **Designated Housing** – (or designated project) – A project(s), or portion of a project(s) designated for elderly only or for disabled families only.
17. **Disabled Family** – A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section). The term

includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with Disabilities. A disabled family may include persons with disabilities who are elderly.

18. **Divestiture Income** – Imputed income from assets disposed of by applicant or resident in the last two years at less than fair market value.
19. **Elderly Family** – A family whose head or spouse (or sole member) is at least sixty-two (62) years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.
20. **Elderly Person** – A person who is at least sixty-two (62) years of age.
21. **Family** – Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in HA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in HA housing. The term “family” also includes; elderly family, near elderly family, disabled family, single person, the remaining member of a tenant family, or a foster care arrangement. Live-in aides may also be considered part of the applicant family’s household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy. For purpose of continued occupancy: the term “family” also includes the remaining member of a resident family with the capacity as defined by law, to execute a lease.
22. **Flat Rent** – A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.
23. **Formula Method** - A means of calculating a family’s rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family’s income is evaluated at least annually

24. **Full-Time Student** – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to college, university, secondary school, vocational school or trade school.
25. **Head of Household** – Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
26. **Live-In Aide** – A person who resides with an elderly person or person(s) with disabilities and who: (a) is determined by HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services.
27. **Low-Income Household** – A family whose annual income does not exceed eighty (80) percent of the median income for the area as determined by HUD with adjustments for smaller and larger families.
28. **Medical Expense Allowance** – For purposes of calculating adjusted income for elderly or disabled families only. Medical expenses means the medical expense in excess of three (3) percent of “Annual Income”, where these expenses are not compensated for, or covered by insurance.
29. **Minor** – A minor is a person less than eighteen (18) years of age. An unborn child will not be considered as a minor. Some minors are permitted to execute contracts, provided a court declares them “emancipated.”
30. **Mixed Population Project** – Means a public housing project for the elderly and disabled families. The HA is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan.
31. **Multifamily Housing Project** - For purposes of section 504, means a project containing five or more dwelling units.
32. **Near-Elderly Family** – Means a family whose head, spouse, or sole member is a near-elderly person (at least fifty (50) but less than sixty-two (62) years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly,
33. **Near-Elderly Person** - Means a person who is at least fifty (50) years of age but below sixty-two (62), who may be a person with a disability.

- 34. Net Family Assets** - The net cash value, after deducting reasonable costs that would be incurred in disposition of: real property (land, houses, mobile homes); savings (CDS, IRA, or KEOGH accounts, checking and savings accounts, precious metals); cash value of whole life insurance policies; stocks and bonds (mutual funds, cooperate bonds, savings bonds); other forms of capital investments (business equipment).

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such cots are: brokerage or legal fees, settlement cots for real property or penalties for withdrawing savings funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident received important considerations not measurable in dollar terms.

- 35. Persons With Disabilities** – Means a person who:

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423); or
- (b) Is determined to have a physical or mental impairment that: (1) is expected to be of long continued and indefinite duration; (2) substantially impedes his/her ability to live independently, and (3) is of such nature that such disability could be improved by more suitable housing conditions, or (4) has a developmental disability as defined in Section 102(5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).

- 36. Portion of Project** - Includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects.

- 37. Service Provider** – Means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by state or local law for the type of service or services to be provided. The service provider may provide the services on either a for-profit or a not-for-profit basis.

38. **Single Person** – A Person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
39. **Standard permanent Replacement Housing** – Is decent safe, and sanitary; adequate for the family size; occupied pursuant to a lease or occupancy agreement, and does not include a transient facilities such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit, which the applicant, applicant’s spouse, or other member shared with the person who engaged in the violence.
40. **Spouse** - Means the husband or wife of the head of the household.
41. **Supportive Services** – Means services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to, meal services, health-related services, mental health services, services for non-medical counseling, meals, transpiration, personal care, bathing, toileting, housekeeping, chore assistance, safety, group and socialization activities, assistance with medications) in accordance with state law), case management and personal emergency.
42. **Tenant Rent** – Means amount payable monthly by the family as rent to HA where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant rent equals Total Tenant payment. Where some of all utilities (except telephone) and other essential housing service are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals total Tenant payment less the Utility Allowance.
43. **Total Tenant Payment (TTP)** – The TTP is calculated using the following formula: the greater of thirty (30) percent of the monthly “Adjusted Income” (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies); or \$50.00 as passed by Board Resolution.
44. **Utilities** – Means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone services are not included as a utility.
45. **Utility Reimbursement** – Funds that are reimbursed to a resident or to the utility company on the resident’s behalf if the utility allowance exceeds Total Tenant Payment.
46. **Very Low-Income Families** – Means a family whose Annual Income does not exceed fifty (50) percent of the median Annual income for the area, with adjustments for small and larger families as determined by HUD.

47. Covered person – Means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.
48. Guest – Means 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.
49. Other person under the tenant’s control – Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express 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 a legitimate commercial purpose is not under the tenant’s control.
50. Premises – Means the building or complex or development in which the public or assisted housing dwelling unit is locate, including common areas and grounds
51. Violent criminal activity – Means any criminal activity that has 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.

### Appendix C

The amount required for security deposit at the Rev. Callahan House is \$50.00

### Appendix D

Excess Utility Charges for Tenant Supplied Major Appliances are as follows:

Freezer	\$ 2.00 per month
Air Conditioner	\$ 55.00 per season (payable in five payments of \$11.00 per month between April & August each year)