OPPORTUNITY™ HOME SAN ANTONIO

FY 2026-2027

ADMISSIONS & CONTINUED OCCUPANCY POLICY

OPPORTUNITY HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

PUBLIC HOUSING PROGRAM

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OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 1

OVERVIEW OF THE PROGRAM AND PLAN

Chapter 1: Overview of the Program and Plan

Opportunity Home San Antonio receives its funding for the public housing program from the Department of Housing and Urban Development (HUD). Opportunity Home is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. Opportunity Home enters into an Annual Contributions Contract with HUD to administer the public housing program. Opportunity Home must ensure compliance with federal laws, regulations and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about Opportunity Home and its programs with emphasis on the public housing program. It also contains information about the purpose, intent, and use of the plan and guide.

There are four parts to this chapter:

PART 1: Opportunity Home San Antonio

This part includes a description of Opportunity Home San Antonio, its jurisdiction, its programs, and its mission and intent.

PART 2: The Public Housing (PH) Program

This part contains information about public housing operations, roles and responsibilities, and partnerships.

PART 3: The Admissions and Continued Occupancy Policy (ACOP)

This part discusses the purpose and organization of the policy and its revision requirements.

PART 4: The Moving to Work Plan

This part discusses the authorizations and obligations of Opportunity Home under its Moving to Work agreement with HUD.

1.1 Opportunity Home San Antonio

This part explains the origin of Opportunity Home San Antonio's (Opportunity Home's) creation and authorization, the general structure of the organization, and the relationship between Opportunity Home's Board and staff.

1.1.A Organization and Structure of Opportunity Home

(1) Public housing is funded by the federal government and administered by Opportunity Home for the jurisdiction of the City of San Antonio and other communities in and around the County of Bexar.

(2) The officials of Opportunity Home are known as commissioners or, collectively, as the Board of Commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which Opportunity Home conducts business, ensuring that policies are followed by Opportunity Home staff and ensuring that Opportunity Home is successful in its mission. The board is responsible for preserving and expanding the agency's resources and ensuring the agency's continued viability.

(3) Formal actions of Opportunity Home are taken through written resolutions, adopted by the Board of Commissioners and entered into Opportunity Home's official records.

(4) The principal staff member of Opportunity Home is the President & Chief Executive Officer (CEO), hired and appointed by the Board of Commissioners. The President & CEO is directly responsible for carrying out the policies established by the Commissioners and is delegated the responsibility for hiring, training, and supervising the remainder of Opportunity Home's staff in order to manage the day-to-day operations to ensure compliance with federal and state laws and directives for the programs managed. In addition, the President & CEO's duties include budgeting and financial planning for the agency.

1.1.B Opportunity Home's Mission

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

(1) Opportunity Home's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. Opportunity Home's goal is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

(2) Opportunity Home's mission statement is as follows: *Improve the lives of our residents by providing quality affordable housing and building sustainable, thriving communities.*

1.1.C Opportunity Home's Commitment to Ethics and Service

(1) As a public service agency, Opportunity Home is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, Opportunity Home resolves to:

(a) Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.

(b) Provide safe, habitable – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.

(c) Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socioeconomic, recreational, and other human services needs.

(d) Promote fair housing and equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

(e) Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.

(f) Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

(g) Create positive public awareness and expand the level of family, owner, and community support in accomplishing Opportunity Home's mission.

(h) Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

(i) Administer an efficient, high-performing agency through continuous improvement of Opportunity Home's support systems and commitment to our employees and their development.

(2) Opportunity Home will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

1.2 The Public Housing Program

1.2.A Overview and History of the Program

The intent of this section is to provide the public and staff an overview of the history and operation of public housing.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives, known as "public housing." The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. There have been many changes to the program since its inception in 1937.

The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban Development (HUD).

The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed PHAs more remedies to replace or revitalize severely distressed public housing developments. Highlights of the Public Housing Reform Act include: the establishment of flat rents; the requirement for PHAs to develop five-year and annual plans; income targeting; a requirement that 40 percent of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families; and resident self-sufficiency incentives.

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs.

The Final Rule implementing broad changes to income and assets in Sections 102 and 104 of HOTMA, and for PHAs that administer the public housing program over-income provisions in Section 103, was officially published in the Federal Register on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule. HUD issued a revised version of the notice on February 2, 2024.

1.2.B Public Housing Program Basics

HUD writes and publishes regulations in order to implement public housing laws enacted by Congress. HUD contracts with Opportunity Home to administer programs in accordance with HUD regulations and provides an operating subsidy to Opportunity Home. Opportunity Home must create written policies that are consistent with HUD regulations. Among these policies is Opportunity Home's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the Board of Commissioners of Opportunity Home.

The job of Opportunity Home pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. Opportunity Home screens applicants for public housing and, if they are determined to be eligible for the program, Opportunity Home makes an offer of a housing unit. If the applicant accepts the offer, Opportunity Home and the applicant will enter into a written lease agreement. At this point, the applicant becomes a tenant in the public housing program.

In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide) who (1) executed the lease with Opportunity Home as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit [24 CFR 966.53]. The Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context.

Since Opportunity Home owns the public housing development, Opportunity Home is the landlord. Opportunity Home must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and Opportunity Home policy.

1.2.C Public Housing Partnerships

To administer the public housing program, Opportunity Home must enter into an Annual Contributions Contract (ACC) with HUD. Opportunity Home also enters into a contractual relationship with the tenant through the public housing lease. These contracts define and describe the roles and responsibilities of each party.

In addition to the ACC, Opportunity Home and the PH family must also comply with federal regulations and other HUD publications and directives. For the program to work and be successful, all parties involved – HUD, Opportunity Home, and the tenant – play an important role.

The chart on page 1-10 illustrates key aspects of these relationships.

(1) **What does HUD do?**

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

(a) Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress;

(b) Allocate operating subsidies to PHAs;

(c) Allocate capital funding to PHAs;

(d) Provide technical assistance to PHAs on interpreting and applying program requirements; and

(e) Monitor PHA compliance with program requirements and PHA performance in program administration.

(2) **What does Opportunity Home do?**

Opportunity Home's responsibilities originate in federal regulations and the ACC. Opportunity Home owns and manages public housing developments, administers the program under contract with HUD, and has the following major responsibilities:

(a) Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the program is accessible to persons with disabilities;

(b) Establish local policies and procedures for operating the program;

(c) Accept applications from interested applicant families and determine whether they are income eligible for the program;

(d) Maintain waiting list and select families for admission;

(e) Screen applicant families for suitability as renters;

(f) Maintain housing units by making any necessary repairs in a timely manner;

(g) Make unit offers to families (minimize vacancies without overcrowding);

(h) Maintain properties to the standard of decent, safe, sanitary, and in good repair (including ensuring compliance with uniform physical conditions standards);

(i) Make sure Opportunity Home has adequate financial resources to maintain its housing stock;

(j) Perform regular re-examinations of family income and composition in accordance with HUD requirements;

(k) Collect rent due from the assisted family and comply with and enforce provisions of the lease;

(l) Ensure that families comply with program rules;

(m) Provide families with prompt and professional service; and

(n) Comply with HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, Opportunity Home's ACOP, and other applicable federal, state, and local laws.

(3) **What does the resident do?**

The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

(a) Comply with the terms of the lease and Opportunity Home house rules, as applicable;

(b) Provide Opportunity Home with complete and accurate information, determined by Opportunity Home to be necessary for administration of the program;

(c) Cooperate in attending all appointments scheduled by Opportunity Home;

(d) Allow Opportunity Home to inspect the unit at reasonable times and after reasonable notice;

(e) Take responsibility for care of the housing unit, including any violations of uniform physical condition standards caused by the family;

(f) Not engage in drug-related or violent criminal activity;

(g) Notify Opportunity Home before moving or termination of the lease;

(h) Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit or assign the lease;

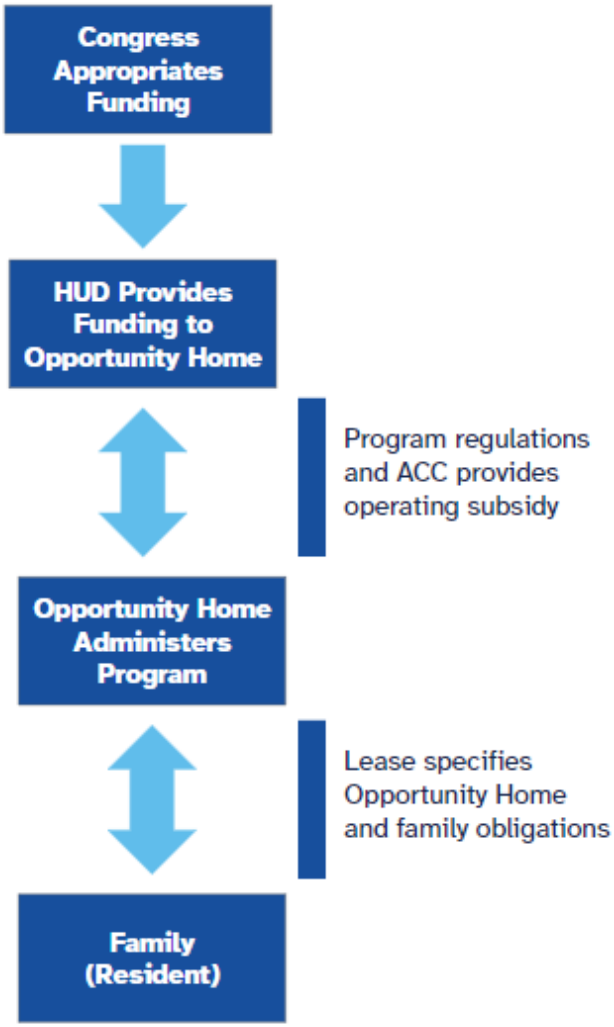
(i) Promptly notify Opportunity Home of any changes in family composition;

(j) Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs; and

(k) Take care of the housing unit and report maintenance problems to Opportunity Home promptly.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

Figure 1.1 The Public Housing Relationships



1.2.D Applicable Regulations

Applicable regulations include:

(1) 24 CFR Part 5: General Program Requirements

(2) 24 CFR Part 8: Nondiscrimination

(3) 24 CFR Part 35: Lead-Based Paint

(4) 24 CFR Part 902: Public Housing Assessment System

(5) 24 CFR Part 903: Public Housing Agency Plan

(6) 24 CFR Part 945: Designated Housing

(7) 24 CFR Part 960: Admission and Occupancy Policies

(8) 24 CFR Part 965: PHA-Owned or Leased Projects - General Provisions

(9) 24 CFR Part 966: Lease and Grievance Procedures

1.3 The Admissions and Continued Occupancy Policy

1.3.A Overview and Purpose of the Policy

(1) The ACOP is Opportunity Home's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in Opportunity Home's Agency Plan.

(2) All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding. Opportunity Home is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

1.3.B Contents of the Policy

(1) Unlike the Housing Choice Voucher Program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in Opportunity Home's written policy. At a minimum, the ACOP plan should cover Opportunity Home policies on these subjects:

(a) The organization of the waiting list and how families are selected and offered available units, including any Opportunity Home admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening Opportunity Home's waiting list (Chapters 4 and 5).

(b) Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 12).

(c) Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 3 and 5).

(d) Procedures for verifying the information the family has provided (Chapter 7).

(e) The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 4).

(f) Grievance procedures (Chapter 14).

(g) Policies concerning payment by a family to Opportunity Home of amounts the family owes Opportunity Home (Chapters 15 and 16).

(h) Interim redeterminations of family income and composition (Chapter 9).

(i) Policies regarding community service requirements (Chapter 11).

(j) Policies and rules about safety and ownership of pets in public housing (Chapter 10).

(2) **Mandatory vs. Discretionary Policy**

(a) HUD makes a distinction between:

(i) Mandatory policies: those driven by legislation, regulations, current handbooks, notices and legal opinions, and

(ii) Optional, non-binding guidance: guidebooks, notices that have expired and recommendations from individual HUD staff.

(b) HUD expects Opportunity Home to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies Opportunity Home has adopted. Opportunity Home's ACOP is the foundation of those policies and procedures. HUD's directions require Opportunity Home to make policy choices that provide guidance to staff and consistency to program applicants and participants.

(c) Following HUD guidance, even though it is not mandatory, provides Opportunity Home with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If Opportunity Home adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but Opportunity Home should carefully think through those decisions.

1.3.C Organization of the Plan

(1) The ACOP is organized to provide information to users in particular areas of operation.

(2) Opportunity Home policies are provided in light blue text boxes.

(3) Opportunity Home's Moving to Work policies (see Section 1.4) are provided in gray text boxes.

1.3.D Updating and Revising the Policy

(1) Opportunity Home will revise this ACOP as needed to comply with changes in HUD regulations. The original plan and any changes that Opportunity Home considers a substantial deviation or significant amendment or modification must be approved by Opportunity Home's Board of Commissioners, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

(a) Opportunity Home considers a "substantial deviation" or "significant amendment or modification" as a discretionary change in the plan or policy of Opportunity Home that fundamentally alters the mission, goals, objectives or plans of the agency and which will require the formal approval of the Board of Commissioners.

(b) Specifically, the following will be considered to constitute a substantial deviation or significant amendment or modification:

(i) A material change in the policies regarding the manner in which tenant rent is calculated.

(ii) A material change in the admissions policies with respect to the selection of applicants from or organization of the waiting list.

(iii) Any change in regard to demolition or disposition, designation or conversion activities not previously identified in the agency plan.

(c) An exception to this definition will be made only to the extent that the modification is the result of changes in HUD regulatory requirements; such changes will not be considered a substantial deviation or significant amendment or modification to either the five-year or annual plans.

(2) Opportunity Home will review and update the plan at least once a year, and more often if needed, to reflect changes in regulations, Opportunity Home operations, or when needed to ensure staff consistency in operations.

1.3.E Effective Dates

(1) The policies in this Admissions and Continued Occupancy Policy plan are effective for all Opportunity Home Public Housing operations beginning July 1, 2026, until this plan is superseded.

(2) Except as noted, the policies in this plan do not apply to any advance actions taken by Opportunity Home prior to July 1, 2026, including the advance issuance of documents dated July 1, 2026 or beyond.

1.4 Moving to Work Plan

1.4.A Overview

(1) Opportunity Home is a Moving to Work (MTW) demonstration site. MTW is a demonstration program for public housing authorities that provides the opportunity to design and test innovative, locally designed strategies that:

(a) Use federal dollars more efficiently;

(b) Help residents find employment and become self-sufficient; or

(c) Increase housing choices for low-income families.

(2) MTW gives Opportunity Home exemptions from many existing public housing regulatory rules and more flexibility with how the agency uses its federal funds.

(3) As an MTW demonstration site, Opportunity Home is expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

1.4.B Moving to Work Agreement and Activities

(1) Opportunity Home's MTW authorizations and administrative responsibilities are provided in the Amended and Restated Moving to Work Agreement entered into on August 20, 2019, by and between HUD and Opportunity Home. Pursuant to the Agreement, Opportunity Home will include any new MTW initiatives in an Annual MTW Plan and have the Plan approved by HUD prior to implementation. Opportunity Home will also prepare and submit to HUD an Annual MTW Report, which compares the performance of Opportunity Home's activities with its Annual MTW Plan.

(2) Opportunity Home's implemented MTW activities are incorporated in each applicable section of this ACOP. A complete list of MTW activities is provided in Exhibit 1-1.

Exhibit 1-1: HUD-Approved Opportunity Home MTW Activities

The following is a list of Opportunity Home's Public Housing MTW Activities approved by HUD:

Activity	Title	Description
FY2019-2	Alternate Recertification Process	Opportunity Home conducts triennial reexaminations for all Public Housing households. Consolidates and updates FY2014-4 and FY2016-2.
FY2020-3	Family Self-Sufficiency (FSS) Program Streamlining	Modifies FSS contract to be consistent with future alternative rent policies like the FY2014-6 Rent Simplification MTW activity. Eliminates the 120 day rule requiring an interim or annual recertification if one has not been conducted within 120 days of FSS enrollment.
FY 2022-1	Opportunity Home Partnerships Providing Basic Needs for Residents Through Income Exclusions	This activity establishes an alternative policy that excludes contributions in the household's annual income calculation.

***Subject to change as determined by MTW Plan revision and HUD approval.**

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 2

FAIR HOUSING AND EQUAL OPPORTUNITY

Chapter 2: Fair Housing and Equal Opportunity

This chapter explains the laws and HUD regulations requiring Opportunity Home to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and procedures. The responsibility to further nondiscrimination pertains to all areas of Opportunity Home's public housing operations.

This chapter describes HUD regulations and Opportunity Home policies related to these topics in three parts:

PART 1: Nondiscrimination

This part presents the body of laws and regulations governing Opportunity Home's responsibilities regarding nondiscrimination.

PART 2: Policies Related to Persons with Disabilities

This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42. U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

PART 3: Serving Limited English Proficient Persons (LEP).

This part details current requirements related to LEP persons.

2.1 Nondiscrimination

2.1.A Overview

(1) Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

(a) Title VI of the Civil Rights Act of 1964;

(b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);

(c) Executive Order 11063;

(d) Section 504 of the Rehabilitation Act of 1973;

(e) The Age Discrimination Act of 1975;

(f) Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);

(g) The Violence against Women Act (VAWA); and

(h) Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

(2) When more than one civil rights law applies to a situation, the laws will be read and applied together.

(3) Opportunity Home will also apply all relevant state and local laws or ordinances on non-discrimination.

2.1.B Nondiscrimination

(1) Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as DSJS policies, can prohibit discrimination against additional classes of people.

(2) Opportunity Home will not discriminate because of:

(a) race;

(b) color;

(c) sex;

(d) religion;

(e) familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18);

(f) age;

(g) disability;

(h) national origin;

(i) marital status;

(j) gender identity; or

(k) sexual orientation.

(3) Enforcement of the Equal Access to Housing in HUD Program Regardless of Sexual Orientation or Gender Identity Final Rule has been halted. HUD has proposed the elimination of the Equal Access Rule regulation at 24 CFR 5.105(a)(2) to harmonize HUD regulations with Executive Order 14168. HUD has already rescinded Notice PIH 2014-20 regarding Equal Access Rule enforcement and has removed references to the rule from the HCV Guidebook. As of Spring 2026, elimination of the regulation is currently under review by OMB.

(4) Opportunity Home will not discriminate on the basis of veteran status.

(5) Opportunity Home will not use any of these factors to:

(a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program;

(b) Provide housing that is different from that provided to others;

(c) Subject anyone to segregation or disparate treatment;

(d) Subject anyone to sexual harassment;

(e) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

(f) Treat a person differently in determining eligibility or other requirements for admission;

(g) Steer an applicant or tenant toward or away from a particular area based on any of these factors;

(h) Deny anyone access to the same level of services;

(i) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;

(j) Discriminate in the provision of residential real estate transactions;

(k) Discriminate against someone because they are related to or associated with a member of a protected class; or

(l) Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

(6) **Providing Information to Families**

(a) Opportunity Home must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, Opportunity Home will provide information to public housing applicant families about civil rights requirements.

2.1.C Discrimination Complaints

(1) **General Housing Discrimination Complaints**

(a) If an applicant or tenant family believes that any family member has been discriminated against by Opportunity Home, the family should advise Opportunity Home.

(b) Opportunity Home should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

(c) In all cases, Opportunity Home will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

(d) Opportunity Home will attempt to remedy all discrimination complaints made against Opportunity Home.

(e) Applicants or participants who believe that they have been subject to unlawful discrimination may notify Opportunity Home either verbally or in writing.

(f) Within 10 business days of receiving the complaint, Opportunity Home will investigate and attempt to remedy discrimination complaints made against Opportunity Home. Opportunity Home will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in Opportunity Home lobbies, will reference how to file a complaint with FHEO.

(g) Opportunity Home will keep a record of all complaints, investigations, notices, and corrective actions.

2.1.D VAWA Complaint Processing [Notice FHEO 2023-01]

(1) A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

(2) Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

(a) Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

(b) The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

(c) The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

(d) Within 10 business days following the conclusion of Opportunity Home's investigation, Opportunity Home will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

(e) The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

2.2 Policies Related to Persons with Disabilities

2.2.A Overview and History of the Program

(1) One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

(2) Opportunity Home must ensure that persons with disabilities have full access to Opportunity Home's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

(3) Opportunity Home must provide a notice to each tenant that the tenant may, at any time during the tenancy, request a reasonable accommodation due to a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

(a) Opportunity Home will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by Opportunity Home, by including the following language:

(b) "Any individual with a disability or other medical need who requires an accommodation should contact Opportunity Home at the property management office."

2.2.B Definition of Reasonable Accommodation

(1) A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

(2) Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

(3) Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in

the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

(4) **Types of Reasonable Accommodation**

When it is reasonable, Opportunity Home must accommodate the needs of a person with disabilities. Examples include but are not limited to:

(a) Permitting applications and reexaminations to be completed by mail;

(b) Providing "large-print" forms;

(c) Conducting home visits;

(d) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;

(e) Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability;

(f) Installing a ramp into a dwelling or building;

(g) Installing grab bars in a bathroom;

(h) Installing visual fire alarms for hearing impaired persons;

(i) Allowing an Opportunity Home approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit;

(j) Providing a designated handicapped-accessible parking space;

(k) Allowing an assistance animal;

(l) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff; and

(m) Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

2.2.C Request for an Accommodation

(1) If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that Opportunity Home treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

(2) The family must explain what type of accommodation is needed to provide the person with the disability full access to Opportunity Home's programs and services.

(3) If the need for the accommodation is not readily apparent or known to Opportunity Home, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

(4) Opportunity Home will encourage the family to make its request in writing using a reasonable accommodation request form. However, Opportunity Home will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2.2.D Verification of Disability

(1) The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances. The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter.

(2) Before providing an accommodation, Opportunity Home must determine that:

(a) the person meets the definition of a person with a disability, and

(b) the accommodation will enhance the family's access to Opportunity Home's programs and services.

(3) If a person's disability is obvious or otherwise known to Opportunity Home, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

(4) If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to Opportunity Home, Opportunity Home must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

(5) When verifying a disability, Opportunity Home will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all

verification efforts, the following requirements apply when verifying a disability:

(a) Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. According to the Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, the following entities may provide verification of a disability:

(i) A doctor or other medical professional,

(ii) A peer support group,

(iii) A non-medical service agency, or

(iv) A reliable third party who is in a position to know about the individual's disability.

(b) Opportunity Home must request only information that is necessary to evaluate the disability-related need for the accommodation. Opportunity Home will not inquire about the nature or extent of any disability.

(c) Medical records will not be accepted or retained in the participant file.

(d) In the event that Opportunity Home does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, Opportunity Home will dispose of it. In place of the information, Opportunity Home will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

2.2.E Approval/Denial of a Requested Accommodation [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26]

(1) Opportunity Home must approve a request for an accommodation if the following three conditions are met:

(a) The request was made by or on behalf of a person with a disability.

(b) There is a disability-related need for the accommodation.

(c) The requested accommodation is reasonable, meaning it would not impose:

(i) An undue financial and administrative burden on Opportunity Home, or

(ii) Fundamentally alter the nature of Opportunity Home's public housing operations (including the obligation to comply with HUD requirements and regulations).

(2) Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as:

(a) The overall size of Opportunity Home's program with respect to the number of employees;

(b) Type of facilities and size of budget, type of operation including composition and structure of workforce;

(c) The nature and cost of the requested accommodation; and

(d) The availability of alternative accommodations that would effectively meet the family's disability-related needs.

(3) Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

(4) After a request for an accommodation is presented, Opportunity Home will respond in writing within 30 calendar days.

(5) If Opportunity Home denies a request for an accommodation because it is not reasonable, Opportunity Home will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

(6) If Opportunity Home believes that the family has failed to identify a reasonable alternative accommodation after the negotiation, Opportunity Home will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

2.2.F Re-Verifying the Need for Reasonable Accommodations

(1) Once the need for a reasonable accommodation has been verified, Opportunity Home will not re-verify except:

(a) If the original approved reasonable accommodation request is no longer documented in the file;

(b) At the time a family moves; or

(c) When there is another change in circumstances, such as when:

(i) A live-in aide leaves the household,

(ii) A disabled person leaves the household,

(iii) A family member listed as disabled can no longer verify they are disabled,

(iv) At inspection no medical equipment is observed in an additional room granted as an accommodation to store or use the equipment,

(v) The health care or service provider approving a need for a live-in aide or other reasonable accommodation has indicated that the need or the disability will be of short duration,

(vi) The family member loses their disabled status, for example when a person on State disability returns to work.

(2) If a person's disability is obvious or otherwise known to Opportunity Home, and if the need for the requested accommodation is also readily apparent or known, re-verification is not required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

2.2.G Program Accessibility for Persons with Hearing or Vision Impairments

(1) Opportunity Home must ensure that persons with disabilities related to hearing and vision have reasonable access to Opportunity Home's programs and services [24 CFR 8.6].

(2) At the initial point of contact with each applicant, Opportunity Home shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

(3) To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display/teletype) communication will be available.

(4) To meet the needs of persons with vision impairments, large print and audio versions of key program documents will be made available upon request.

2.2.H Physical Accessibility

(1) Opportunity Home must comply with a variety of regulations pertaining to physical accessibility, including the following:

(a) Notice PIH 2010-26

(b) Section 504 of the Rehabilitation Act of 1973

(c) The Americans with Disabilities Act of 1990

(d) The Architectural Barriers Act of 1968

(e) The Fair Housing Act of 1988

(2) Opportunity Home's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

(a) This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.

(b) Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.

(c) Opportunity Home's Plan provides information about self-evaluation, needs assessment, and transition plans.

(3) The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Notice PIH 2010-26 contains specific information on calculating the percentages of units for meeting UFAS requirements.

(4) Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

2.2.I Denial or Termination of Assistance

(1) Opportunity Home's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

(2) When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

(3) When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with Opportunity Home's grievance process [24 CFR 966.4(l)(3)(ii)].

(4) When reviewing reasonable accommodation requests, Opportunity Home must consider whether reasonable accommodation will allow the family to overcome the problem that led to Opportunity Home's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to

meet the requirements, Opportunity Home must make the accommodation [24 CFR 966.7].

(5) In addition, Opportunity Home must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

2.3 Serving Limited English Proficient Persons (LEP)

2.3.A Overview [OAG Memo 7/14/25 and Executive Order 14224]

(1) Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In March 2025, Executive Order 14224 revoked Executive Order 13166, which had directed agencies to enhance access to federal programs for persons with limited English proficiency (LEP) and required tailored guidance for recipients of federal funding under Title VI of the Civil Rights Act of 1964. Executive Order 14224 also declared English as the official language of the United States.

(2) In response, on July 14, 2025, the Office of the Attorney General (OAG) issued a memo on the implementation of EO 14224, which rescinded all prior guidance to federal agencies regarding Title VI of the Civil Right Act's prohibition against national origin discrimination affecting LEP persons. The memo presents a legal analysis that finds language is not an immutable characteristic entitled to Title VI protection and decoupling LEP persons from national origin discrimination. The memo states that, where allowed by law, agencies should determine which of their programs and policies might serve the public at large better if operated exclusively in English. The OAG memo also states that agencies are not required to amend, remove, or otherwise stop production of all multilingual documents, products, or other services prepared or offered. Further, many states and localities have laws regarding language services to be provided to non-English speaking persons that may apply to Opportunity Home.

(2) Opportunity Home will utilize a language line for telephone interpreter services.

(3) As an additional available resource, Opportunity Home will utilize bilingual staff to communicate effectively and appropriately as interpreters and translators, to assist when needed.

(4) Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by Opportunity Home.

(5) Opportunity Home will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken.

(a) "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Exhibit 2-1: Definition of a Person with a Disability Under Federal Civil Rights Laws [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

"Has a record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others

- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the $400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

Exhibit 2-2: Reasonable Accommodation Policy and Procedures

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Reasonable Accommodation Policy and Procedures

Opportunity Home is dedicated to ensuring that persons with disabilities are provided equal access to housing assistance program services and activities. If a person with disabilities requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in Opportunity Home's services, Opportunity Home will provide the accommodation.

A copy of Opportunity Home's reasonable accommodation (RA) policy will be available at each public housing development, at Opportunity Home's Central Office (818 S. Flores St., San Antonio, Texas 78204), and online at www.homesa.org.

This policy is in compliance with the following federal laws:

- Section 504 of the Rehabilitation Act of 1973;
- Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
- The Fair Housing Act of 1968; and
- Title 24 of the Code of Federal Regulations Part 8.

There are four parts to this document:

Part 1: Overview

Part 2: Verification of Reasonable Accommodation

Part 3: Denial of a Reasonable Accommodation

Part 4: Transfer as a Reasonable Accommodation for a Public Housing Resident

Overview

(1) A “reasonable accommodation” is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to housing assistance.

(a) Examples of reasonable accommodations within Housing Voucher Services (HVS) programs may include, but are not limited to, the following:

(i) Permitting application and recertifications to be completed by mail;

(ii) Making documents available in large print, computer disc, or Braille;

(iii) Conducting home visits;

(iv) Providing an additional bedroom for a disabled family member’s medical equipment;

(v) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;

(vi) Permitting a family to have a service or assistance animal to assist a household member with a disability;

(vii) Allowing an Opportunity Home-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit; and

(viii) Permitting an authorized designee to participate in the application or certification process and any other meetings with Opportunity Home staff.

(b) Examples of reasonable accommodations within the Public Housing (PH) Program may include, but are not limited to, the following:

(i) Permitting application and recertifications to be completed by mail;

(ii) Making documents available in large print, compact disc, or Braille;

(iii) Conducting home visits;

(iv) Providing an additional bedroom for a disabled family member’s medical equipment;

(v) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;

(vi) Allowing an Opportunity Home -approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit;

(vii) Permitting an authorized designee to participate in the application or certification process and any other meetings with Opportunity Home staff;

(viii) Making an offer to transfer a resident with a disability to a public housing unit with the required accessibility features;

(ix) Making a housing unit, part of a housing unit, or public and common use areas accessible for an individual with a disability;

(x) Permitting a family to have a service or assistance animal to assist a household member with a disability;

(xi) Transferring a resident with a disability to a ground-floor level unit; and

(xii) Providing accessible parking spaces at properties.

(2) Opportunity Home is not required to make changes that would fundamentally alter the program or create an undue and administrative burden.

(3) **Landlord Requirements**

(a) The owner / landlord is required to abide by laws set forth in The Fair Housing Act and The Americans with Disabilities Act (ADA).

(b) If the owner / landlord does not abide by The Fair Housing Act and ADA, Opportunity Home may take action, including but not limited to the following:

(i) Denial of Request for Tenancy Approval;

(ii) Abatement or suspension of Housing Assistance Payments;

(iii) Termination of the Housing Assistance Payment Contract; or

(iv) Debarment of the owner / landlord from program participation.

(4) **Definitions**

To qualify for an RA, an individual must meet the definition of "an individual with a disability" as defined by the Americans with Disabilities Act (ADA):

(a) An "individual with a disability" is defined as a person who has a physical and/or mental impairment that substantially limits one or more major life activities and is a person who has a history or record of such an impairment or a person who is regarded as having such an impairment.

(i) As used in this definition, "a physical and/or mental impairment" includes any physiological disorder or condition, cosmetic disfigurement, anatomical loss, and any mental or psychological disorder.

(ii) "Major life activities" includes functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

(b) Disabilities do not have to be permanent or have existed for a period of time before a reasonable accommodation request is made.

Verification of Reasonable Accommodation

(1) Before providing a reasonable accommodation, Opportunity Home must determine that:

  (a) The person meets the definition of a person with a disability, and

  (b) The accommodation will enhance the family's access to Opportunity Home's programs and services.

(2) If a person's disability is obvious or otherwise known to Opportunity Home and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

(3) If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to Opportunity Home, Opportunity Home will take the following steps:

  (a) Provide the family with a *Request for a Reasonable Accommodation Form* to complete.

  (b) Once complete, Opportunity Home must obtain third-party verification from an individual identified by the family who is competent to make the determination of the above requirements: (1)(a) and (1)(b). The following entities may provide verification of a disability:

    (i) A doctor or other medical professional,

    (ii) A peer support group,

    (iii) A non-medical service agency, or

    (iv) A reliable third party who is in a position to know about the individual's disability.

  (c) Opportunity Home will fax/email the *Reasonable Accommodation Verification Form* to be completed by the knowledgeable professional.

    (i) Opportunity Home will not inquire about the nature or extent of any disability. In the event that Opportunity Home does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, Opportunity Home will note in the file that the disability has been verified, the date the verification was received, the name and address of the knowledgeable professional, and dispose of the confidential information.

  (d) If Opportunity Home receives adequate verification that the individual meets the appropriate definition of "an individual with a disability" and that the accommodation is necessary to enhance the family's access to Opportunity Home's programs and services, Opportunity Home will approve and process the request for the reasonable accommodation.

(4) When an individual requests a live-in aide, Opportunity Home must verify that the live-in aide passes the Criminal History Record (CHR) requirements.

(5) Opportunity Home will respond with a written decision to approve the requested reasonable accommodation within 30 calendar days.

Denial of a Requested Accommodation

(1) Opportunity Home will not approve a reasonable accommodation if the individual does not meet the definition of "an individual with a disability" or the requested accommodation is not necessary and reasonable according to third-party verification.

(2) Additionally, the reasonable accommodation will not be approved if one of the following would occur as a result of the approval:

(a) A violation of state and/or federal law;

(b) A fundamental alteration in the nature of the program;

(c) An undue financial and administrative burden to Opportunity Home;

(d) A structurally impracticable alteration; or

(e) A housing unit alteration requires the removal or alteration of a load-bearing structural member.

(3) If Opportunity Home's determination is to deny the reasonable accommodation, Opportunity Home staff will forward the reasonable accommodation request and verification to Opportunity Home's 504 Coordinator for review.

(4) Opportunity Home's 504 Coordinator will review the reasonable accommodation request to determine whether proper procedure has been followed by Opportunity Home staff within 30 calendar days.

(a) If the 504 Coordinator determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of approval and the 504 Coordinator will notify the appropriate Opportunity Home staff to process the reasonable accommodation.

(b) If the 504 Coordinator determines that the reasonable accommodation request should be denied, they will forward the request and verification to the HCV/PHManager of Policy and Operations Support

(i) If the Manager of Policy and Operations Support determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of approval and the 504 Coordinator will notify the appropriate Opportunity Home staff to process the reasonable accommodation.

(ii) If the Manager of Policy and Operations Support determines that the reasonable accommodation request should be denied, they will forward the request and verification to the Advisor of Operations Support.

(1) If the Advisor of Operations Support determines that the reasonable accommodation request should be approved, the requestor will be sent a written notice of approval and the 504 Coordinator will notify the appropriate Opportunity Home staff to process the reasonable accommodation.

(2) If the Advisor of Operations Support determines that the reasonable accommodation request should be denied, the 504 Coordinator will send a written notice of denial to the requestor.

(5) If Opportunity Home denies a request for an accommodation because it is not reasonable, Opportunity Home will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the program and without imposing an undue financial and administrative burden.

(6) If the request for a reasonable accommodation is denied, the requestor may submit a completed *Request for an Informal Hearing* within 10 business days of the date of the decision notice.

(7) Applicants and participants may at any time exercise their right to appeal Opportunity Home's decision through the local HUD office or the United States Department of Justice. Contact information for the local HUD office is provided below:

U.S. Department of Housing and Urban Development

615 E Houston ST. #347

San Antonio, TX 78205

Phone: (210) 475-6800 | Fax: (210) 472-6804

TTY: (800) 877-8339

Transfer as a Reasonable Accommodation for a Public Housing Resident

(1) Public Housing residents may request a transfer to another unit as a reasonable accommodation or to a unit with required accessibility features.

(2) Opportunity Home will place the resident on the transfer waiting list for the appropriate unit type/location.

(3) If the resident refuses a unit offer without good cause, the resident will be removed from the transfer waiting list.

(4) Opportunity Home will bear the moving expenses to transfer a resident with a disability as an accommodation for the resident's disability [Notice PIH 2010-26].

(5) Opportunity Home may make reasonable modifications to the elements in the resident's current unit to provide accessibility features unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

OPPORTUNITY™ HOME SAN ANTONIO

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PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 3

ELIGIBILITY

Chapter 3: Eligibility

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

To be eligible for the public housing program:

The applicant family must:

(1) Qualify as a family as defined by HUD and Opportunity Home;

(2) Have income at or below HUD-specified income limits;

(3) Qualify on the basis of citizenship or the eligible immigrant status of family members;

(4) Provide social security number information for household members as required; and

(5) Consent to Opportunity Home's collection and use of family information as provided for in Opportunity Home provided consent forms.

(6) Not currently be receiving a duplicative subsidy.

(7) Upon the PHA's full implementation of HOTMA, meet net asset and property ownership restriction requirements.

Opportunity Home must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or Opportunity Home.

This chapter contains three parts:

PART 1: Definitions of Family and Household Members

This part contains HUD and Opportunity Home definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

PART 2: Basic Eligibility Criteria

This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

PART 3: Denial of Admission

This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause Opportunity Home to deny admission.

3.1 Definitions of Family and Household Members

3.1.A Overview

(1) Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit.

(2) This part provides information that is needed to correctly identify family and household members, and explains HUD's eligibility rules.

3.1.B Family and Household [24 CFR 5.105(a)(2), 24 CFR 5.100, 24 CFR 5.403, Notice PIH 2023-27, and FR Notice 2/14/23]

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

(1) **Family**

(a) To be eligible for admission, an applicant must qualify as a family.

(b) Family as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(i) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

(iii) A group of persons residing together.

(A) Such group includes, but is not limited to:

(1) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family),

(2) An elderly family,

(3) A near-elderly family,

(4) A disabled family,

(5) A displaced family,or

(6) The remaining member of a tenant family.

(iii) Opportunity Home has the discretion to determine if any other group of persons qualifies as a family.

(iv) *Gender Identity* means actual or perceived gender characteristics, regardless of the sex assigned to an individual at birth.

(v) *Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

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

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

(2) **Household**

Household is a broader term that includes additional people who, with Opportunity Home's permission, live in a public housing unit, such as

(a) Live-in aides,

(b) Foster children, and

(c) Foster adults.

3.1.C Family Breakup and Remaining Member of Tenant Family

(1) **Family Breakup [24 CFR 982.315]**

(a) Except under the following conditions, Opportunity Home has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

(i) If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, Opportunity Home must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section 16-VII.D of this plan)

(ii) If a court determines the disposition of property between members of the assisted family, Opportunity Home is bound by the court's determination of which family members continue to receive assistance.

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

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

(d) If a court determines the disposition of property between members of an applicant or resident family, Opportunity Home will abide by the court's determination.

(e) In the absence of a judicial decision or an agreement among the original family members, Opportunity Home will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, Opportunity Home will take into consideration the following factors:

(i) The interest of any minor children, including custody arrangements;

(ii) The interest of any ill, elderly, or disabled family members;

(iii) The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with Section 16.8.D of this ACOP;

(iv) Any possible risks to family members as a result of criminal activity; and

(v) The recommendations of social service professionals.

(2) Remaining Member of a Tenant Family [24 CFR 5.403]

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

(b) If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Section 6.1.B for the policy on “Caretakers for a Child.”

3.1.D Head of Household [24 CFR 5.504(b)]

(1) *Head of household* means the adult member of the family who is considered the head for purposes of determining income eligibility and rent.

(2) The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

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

(4) The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3.1.E Spouse, Cohead, and Other Adult

(1) A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

(2) *Spouse* means the marriage partner of the head of household.

(a) A *marriage partner* includes the partner in a "common law" marriage as defined in state law.

(b) The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners.

(c) A minor who is emancipated under state law may be designated as a spouse.

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

(a) A minor who is emancipated under state law may be designated as a cohead.

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

3.1.F Dependent [24 CFR 5.603]

(1) A *minor* is:

(a) A family member other than the head of family or spouse, who is under 18 years of age.

(2) A *dependent* is:

(a) a family member who is under 18 years of age; or

(b) A person of any age who is a person with a disability or a full-time student; and

(c) Never one of the following persons:

(i) Head of household,

(ii) Spouse,

(iii) Cohead,

(iv) Foster children/adults, and

(v) Live-in aides.

(2) Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

(3) **Joint Custody of Dependents**

(a) Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or resident family 51 percent or more of the time.

(b) When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents.

(c) If there is a dispute about which family should claim them, Opportunity Home will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

3.1.G Full-Time Student [24 CFR 5.603, HCV GB, p. 5-29]

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

(2) Identifying each FTS is important because:

(a) Each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction, and

(b) The income of such an FTS is treated differently from the income of other family members.

3.1.H Elderly and Near-Elderly Persons, and Elderly Family [24 CFR 5.100 AND 5.403, FR Notice 02/03/12]

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

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

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

3.1.I Persons with Disabilities and Disabled Family [24 CFR 5.403, FR Notice 02/03/12]

(1) **Persons with Disabilities**

(a) Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities.

(b) The technical definitions of individuals with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

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

(2) **Disabled Family**

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

(b) Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this

does not prevent Opportunity Home from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter and in Chapter 13.

3.1.J Guests [24 CFR 5.100]

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

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

(a) Any adult not included on the HUD-50058 will be considered to be living in the unit as an unauthorized household member if the individual has been in the unit:

(i) More than 14 consecutive days without Opportunity Home approval; or

(ii) A total of 30 cumulative days in a 12-month period.

3.1.K Foster Children and Foster Adults

(1) Foster children or adults are permitted to live in an assisted unit with the PHA's permission. Opportunity Home's refusal to allow a family to have a foster child or foster children may constitute a violation of the familial status provisions of the Fair Housing Act.

(2) A foster adult is a member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

(3) A foster child is a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

(4) Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and

foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

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

(b) Documentation for foster children may be requested and subject to review by the Opportunity Home Legal Department.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3.1.L.

3.1.L Absent Family Members

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

(2) **Definitions of Temporarily and Permanently Absent**

(a) Generally an individual who is or is expected to be absent from the public housing unit for 45 consecutive days or less is considered temporarily absent and continues to be considered a family member.

(b) Generally an individual who is or is expected to be absent from the public housing unit for more than 45 consecutive days is considered permanently absent and no longer a family member.

(c) Exceptions to this general policy are discussed below.

(3) **Absent Students**

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

(4) **Absences Due to Placement in Foster Care [24 CFR 5.403]**

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

(b) If a child has been placed in foster care, Opportunity Home will verify with the appropriate agency whether and when the child is expected

to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

(5) **Absent Head, Spouse, or Cohead**

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

(b) Supporting documentation must be submitted to Opportunity Home for approval.

(6) **Absent Due to Incarceration**

(a) If any member of the household is incarcerated for more than 45 consecutive days, they will be considered permanently absent.

(b) Opportunity Home will determine if the reason for incarceration is for drug-related or violent criminal activity, which may result in the termination of assistance prior to the 45 consecutive days.

(7) **Absence of Entire Family**

(a) The below guidelines address situations in which the family is absent from the unit, but has not moved out of the unit.

(i) In cases where the family has moved out of the unit, Opportunity Home will terminate assistance in accordance with termination procedures contained in this Plan.

(ii) Families are required to notify Opportunity Home at least 30 days before they move out of the unit.

(iii) Families must notify Opportunity Home within 10 days after leaving the unit if they are going to be absent from the unit for more than 45 consecutive days.

(iv) If the entire family is absent from the assisted unit for more than 45 consecutive days, the unit will be considered vacated and the assistance will be terminated.

(v) To determine if the family is absent from the unit, Opportunity Home may:

(A) Write letters to the family at the unit;

(B) Telephone the family at the unit;

(C) Interview neighbors;

(D) Verify if utilities are in service; or

(E) Check with the post office.

(vi) Opportunity Home will not approve an extension beyond 90 consecutive calendar days.

(8) **Individuals Confined for Medical Reasons**

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

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

(9) **Return of Permanently Absent Family Members**

(a) The family must request Opportunity Home approval for the return of any adult family members that Opportunity Home has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this chapter.

3.1.M Live-In Aide

(1) Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(a) is determined to be essential to the care and well-being of the person(s),

(b) is not obligated for the support of the person(s), and

(c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

(2) Opportunity Home must approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR 8.

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

relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

(a) A family's request for a live-in aide may be made either orally or in writing. Opportunity Home will verify the need for a live-in aide with a reliable, knowledgeable professional as provided by the family, such as a doctor, social worker, or caseworker.

(b) In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

  (i) not obligated for the support of the person(s) needing the care, and

  (ii) would not be living in the unit except to provide the necessary supportive services.

(c) Opportunity Home has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if [24 CFR 966.4(d)(3)(i)]:

  (i) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

  (ii) The person has a history of drug-related criminal activity or violent criminal activity;

  (iii) The person has a record of eviction from housing or termination from residential programs;

  (iv) A person has a record of disturbance of neighbors, destruction of property, or bad housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other residents or neighbors; or

  (v) The person currently owes rent or other amounts to Opportunity Home or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

(d) Opportunity Home may approve a live-in aide to become a family member in the household; however, Opportunity Home will not approve the person to revert back to a live-in aide.

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

3.2 Basic Eligibility Criteria

3.2.A Income Eligibility and Targeting

(1) Income Limits

(a) HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program.

(b) The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county.

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

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

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

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

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

(3) Using Income Limits for Eligibility [24 CFR 960.201]

(a) Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income eligible, a family must be from a *low-income* family.

(4) Using Income Limits for Targeting [24 CFR 960.202(b)]

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

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

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

(i) 10 percent of public housing waiting list admissions during Opportunity Home's fiscal year,

(ii) 10 percent of waiting list admission to Opportunity Home's housing choice voucher program during Opportunity Home's fiscal year; or

(iii) The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

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

3.2.B Citizenship or Eligible Immigration Status [24 CFR 5, Subpart E]

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

(2) All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply.

(3) **Declaration [24 CFR 5.508]**

(a) HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status.

(b) Those who elect not to contend their status are considered to be ineligible noncitizens.

(c) For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors.

(d) The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below).

(e) No declaration is required for live-in aides, foster children, or foster adults.

(f) **U.S. Citizens and Nationals**

(i) U.S. citizens or U.S. nationals (or the parent/guardian for family members under age 18) must sign a declaration of their status, under penalty of perjury. In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit Opportunity Home to request additional documentation of their status, such as a passport. HUD strongly encourages PHAs to require that families provide proof of citizenship by such means as birth certificates, naturalization certificates, passports, or other documentation [HUD Secretary Letter 12/16/25].

(ii) Acceptable documentation will include at least one of the following original documents:

(A) United States birth certificate;

(B) United States passport; or

(C) Certificates of Naturalization.

(g) **Eligible Noncitizens**

(i) Eligible noncitizens (or the parent/guardian for family members under age 18) must sign a declaration of their status, under penalty of perjury. In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with Opportunity Home efforts to verify their immigration status as described in Chapter 7.

(ii) The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

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

(h) **Ineligible Noncitizens**

(i) Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status.

(ii) Family members who do not sign a declaration of their status or provide the required supporting documentation will be considered ineligible for housing assistance.

(iii) Providing housing assistance to non citizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany, or follow, to join the noncitizen student.

(iv) Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

(v) When reviewing applicants for assistance, if a PHA formally makes a finding of fact or conclusion of law, supported by a determination from the Department of Homeland Security (DHS) or the Executive Office of Immigration Review (e.g., a Final Order of Deportation), that an individual is not lawfully present in the United States, then the PHA must provide to DHS a report of the person's name, address, and other identifying information that the PHA has. Note that a SAVE response of no service record or verification of an immigration status that makes the individual ineligible for housing assistance is not a finding of fact or conclusion of law that the individual is not lawfully present. At least four times annually, PHAs must provide such information to DHS. If a PHA has knowledge of an individual who is not lawfully present in the United States, they must provide a report to DHS within 45 days after the close of the appropriate calendar year quarter [HUD Secretary Letter 12/16/25].

(i) **Mixed Families**

(i) A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families.

(ii) Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination.

See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of grievance hearing procedures.

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

(i) Opportunity Home may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)].

(ii) Otherwise, no individual or family may be assisted prior to the affirmative establishment by Opportunity Home that the individual or at least one family member is eligible [24 CFR 5.512(a)].

(A) Opportunity Home will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

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

(C) The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request a grievance hearing with Opportunity Home. The grievance hearing with Opportunity Home may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process.

(D) The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the grievance hearing process.

Grievance hearing procedures are contained in Chapter 14.

(k) **Time Frame for Determination of Citizenship Status [24 CFR 5.508(g)]**

(i) For new occupants joining the resident family, Opportunity Home must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

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

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

(A) Opportunity Home will verify citizenship status at the time other eligibility factors are determined.

3.2.C Social Security Numbers [24 CFR 5.216 AND 5.218, Notice PIH 2018-24]

(1) The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

(2) If a child under age six has been added to an applicant family within the six months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission.

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

(4) In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification.

(5) Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

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

A detailed discussion of acceptable documentation is provided in Chapter 7.

3.2.D Family Consent to Release of Information [24 CFR 5.232]

(1) HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886-A, Authorization for the Release of Information Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

(2) Opportunity Home must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow Opportunity Home to obtain information that Opportunity Home has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)and 24 CFR 5.232(a)].

(3) However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA

establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)].

(A) Opportunity Home has established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will result in denial of admission.

3.3 Denial of Admission

3.3.A Overview

(1) A family that does not meet the eligibility criteria discussed in Parts I and II must be denied admission.

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

(3) This part covers the following topics:

(a) Required denial of admission,

(b) Other permitted reasons for denial of admission,

(c) Screening,

(d) Criteria for deciding to deny admission,

(e) Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, or stalking, and

(f) Notice of eligibility or denial.

3.3.B Screening

(1) **Screening for Eligibility**

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

(b) Opportunity Home may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

(i) Opportunity Home will perform criminal background checks for all adult household members.

(ii) The criminal history record will be reviewed to determine if any household member has a recent history or pattern of involvement with any of the above activities.

(iii) If information is revealed in the criminal history record that would cause Opportunity Home to deny housing assistance, Opportunity Home will provide a copy of the record to the person who applied as the head of household.

(iv) If the applicant disputes the information in a timely manner, the applicant will be given an opportunity for an informal hearing for denials.

(v) Opportunity Home will also review the criminal history record of any adult added to the Lease after the initial occupancy.

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

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

(e) If Opportunity Home proposes to deny admission based on a criminal record or on lifetime sex offender registration information, Opportunity Home must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

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

(a) HUD authorizes Opportunity Home to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically,Opportunity Home may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or cohead regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform Opportunity Home whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.

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

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

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

(c) Any charges incurred by Opportunity Home for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

(d) If Opportunity Home chooses to obtain such information from drug abuse treatment facilities, it must adopt and implement one of the two following policies:

(i) Policy A: Opportunity Home must submit a request for information to a drug abuse treatment facility for all families before they are admitted. The request must be submitted for each proposed household member who is at least 18 years of age, and for each family head, spouse, or cohead regardless of age.

(ii) Policy B: Opportunity Home must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

(e) If Opportunity Home chooses to obtain such information, it must abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

(i) Opportunity Home will not obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity.

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

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

(i) Opportunity Home will consider the family's history with respect to the following factors:

(A) Payment of rent and utilities;

(B) Caring for a unit and premises (housekeeping habits);

(C) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(D) Criminal activity that is a threat to the health, safety, or property of others;

(E) Information from criminal history record convictions, arrest, and/or evictions;

(F) Drug and/or alcohol abuse that is a threat to the health, safety, or property of others; and

(G) Pattern of disturbances and/or destruction of property.

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

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

(i) If the applicant will be required to pay utilities, the applicant must submit a past/current utility bill with their name or sufficient documentation that they are able to place utilities under their name.

3.3.C Mandatory Denial of Assistance

(1) Opportunity Home is required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if Opportunity Home has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or

current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

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

(3) HUD requires Opportunity Home to deny assistance in the following cases:

(a) Any member of the household has been evicted from federally-assisted housing in the last three years for drug-related criminal activity. HUD permits but does not require Opportunity Home to admit an otherwise-eligible family if the household member has completed a Opportunity Home -approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

(i) Opportunity Home will deny assistance to an applicant family if any member of the household has been evicted from federally assisted housing for drug-related criminal activity in accordance with Opportunity Home's Screening Criteria Grid [see 3.3.E Opportunity Home Criminal History Screening Policy].

(ii) Opportunity Home will admit an otherwise eligible family who was evicted from federally-assisted housing for drug-related criminal activity, if Opportunity Home is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by Opportunity Home, or the person who committed the crime, is no longer living in the household.

(b) Opportunity Home determines that any household member is currently engaged in the use of illegal drugs.

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

(ii) *Currently engaged in* the illegal use of a drug means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].

(A) *Currently engaged in* is defined as any use of illegal drugs during the previous six months.

(c) Opportunity Home has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current

abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

(i) In determining reasonable cause, Opportunity Home will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.

(ii) A conviction will be given more weight than an arrest.

(iii) Opportunity Home will also consider evidence from treatment providers or community-based organizations providing services to household members.

(d) Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

(e) Any household member is subject to a lifetime registration requirement under a state lifetime sex offender registration program.

(i) Opportunity Home will deny admission to any household member subject to any registration requirement under a state sex offender registration program.

(ii) Denial of admission will not be limited to individuals with lifetime registration requirements.

3.3.D Other Permitted Reasons for Denial Of Admission

(1) HUD permits, but does not require Opportunity Home to deny admission for the reasons discussed in this section.

(2) In making its decision to deny assistance, Opportunity Home will consider the factors discussed in Section 3.3.F. Upon consideration of such factors, Opportunity Home may, on a case-by-case basis, decide not to deny assistance.

(3) **Fugitive Felon [Public Law 104-193 SEC. 903]**

(a) Opportunity Home will deny assistance to an applicant if a household member is fleeing or harboring an individual who is fleeing, to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

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

(a) HUD authorizes Opportunity Home to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

(b) In the event of the receipt of unfavorable information with respect to an applicant, Opportunity Home must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense).

(c) As discussed in Section 3.3.F, Opportunity Home may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

(d) The U.S. Department of Housing and Urban Development (HUD) authorizes Public Housing Agencies to deny an applicant if they owe money to any federal housing program. HUD tracks these unpaid debts and past program terminations in their Enterprise Income Verification (EIV) system for up to 10 years. Because this information is automatically deleted from the government's system after 10 years (as stated on Form HUD-52675), our Agency sets its background screening policy to match this exact 10-year window. Consequently, an applicant may be denied housing assistance during this entire 10-year timeframe.

(d) Opportunity Home will deny admission to an applicant family if Opportunity Home determines that the family:

(i) Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing programs;

(ii) Owes rent or other amounts to Opportunity Home in connection with Section 8 or other public housing assistance under the 1937 Act.

(iii) Includes any family member that has been evicted from federally-assisted housing in the last three years.

(iv) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

(v) Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent;

(vi) Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants; or

(vii) Has engaged in or threatened violent or abusive behavior toward Opportunity Home or property management personnel.

(A) *Abusive or violent behavior* towards Opportunity Home personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

(B) *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(e) Opportunity Home will consider the existence of mitigating factors such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

(f) In making its decision to deny assistance, Opportunity Home will consider the factors discussed in Section 3.3.F. Upon consideration of such factors, Opportunity Home may, on a case-by-case basis, decide not to deny assistance.

(g) Opportunity Home may deny admission based on the termination reason for family members who have been terminated from federally-assisted housing in the last three years.

3.3.E Opportunity Home Criminal History Screening Policy [24 CFR 960.203(c)]

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

(2) Opportunity Home will conduct a criminal background check for every adult household member in an applicant's household.

(3) In accordance with HUD regulations, Opportunity Home will deny assistance to any household member with a lifetime registration requirement under a state sex offender registration program.

(4) In accordance with HUD regulations, Opportunity Home will deny assistance to any household member who has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

(5) If any household member is currently engaged in, or has engaged in, any criminal activities during the designated look-back periods as presented in the Opportunity Home Screening Criteria Grid below, the family will be denied admission.

(6) The look-back periods in the Screening Criteria Grid apply to offenses that resulted in conviction and are considered from the date of the offense to the date of the screening.

(7) The Screening Criteria Grid generally applies to convictions.

(8) If an expunged conviction appears on a criminal background report, it will not be considered in the screening process.

(9) Attempts and conspiracies to commit a crime will be treated the same way as the primary crime. For example, an applicant with a conviction for attempted murder will be screened the same way as a person with a conviction for murder.

Opportunity Home Screening Criteria Grid

Offense Category	Within Seven Years of Offense	Within Five Years of Offense	Within Three Years of Offense
Violent Criminal Activity	■ 1st Degree / 2nd Degree Homicide ■ Manslaughter / Criminally Negligent Homicide ■ Assault (Felony) ■ Aggravated Assault ■ Robbery (All Types), including Aggravated Robbery ■ Injury to a Child, Elderly or Disabled Individual ■ Sexual Assault / Sex Offenses ■ Deadly Conduct (Felony) ■ Kidnapping,	■ Assault (Misdemeanor) ■ Deadly Conduct (Misdemeanor) ■ Stalking ■ Harassment ■ Crimes involving Terrorism / Terroristic Threat	■ Assault by Contact ■ Crimes against Animals

	Abduction, and Unlawful Restraint		
Drug-Related Criminal Activity	■ Drug Offense (Manufacture, Distribution, or Possession with Intent to Distribute)	■ Drug Offense (Possession) - (If two or more felony convictions)	■ Driving under the Influence / Driving while Intoxicated (If two or more convictions) ■ Drug Offense (Possession) - Felony ■ Drug Offense (Possession) - Misdemeanor / Felony within the past six months**
Other*	■ Abandoning or Endangering Child ■ Arson-related ■ Human Trafficking / Human Smuggling	■ Fraud ■ Burglary / Breaking and Entering (Felony Only) ■ Criminal Mischief / Damage / Property Vandalism (Felony Only) ■ Felony Offenses not otherwise on the grid that demonstrate a pattern of illegal behavior (2 or more convictions)	■ Trespassing ■ Theft/Stolen Property (if two felony convictions or more) ■ Unlawful Carrying of a Weapon ■ Prostitution (Felony Only) ■ Solicitation ■ Destruction of Property

*Other is defined as the following:

- Criminal Activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity (within a three-block radius); and
- Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of Opportunity Home (including an Opportunity Home employee or an Opportunity Home

contractor, subcontractor, or agent).

**HUD requires Opportunity Home to deny assistance if any household member is currently engaged in the use of illegal drugs. Opportunity Home defines currently engaged in as any use of illegal drugs during the previous six months.

3.3.F Criteria for Deciding to Deny Admission

(1) Evidence

(a) Opportunity Home will use the *preponderance of the evidence* as the standard for making all admission decisions.

(i) *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

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

(a) HUD authorizes Opportunity Home to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 3.3.B).

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

(i) Opportunity Home will consider the following facts and circumstances prior to making its decision:

(A) The seriousness of the case, especially with respect to how it would affect other residents' safety or property;

(B) The extent of participation or culpability of the leaseholder or other household members in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking;

(C) The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act;

(D) The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future;

(E) The effect on the integrity of the public housing program;

(F) The demand for housing by eligible families who will adhere to lease responsibilities; and

(G) The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;.

(ii) While a record of arrest(s) will not be used as the basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, Opportunity Home may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. Opportunity Home may also consider:

(1) Any statements made by witnesses or the applicant not included in the police report;

(2) Whether criminal charges were filed;

(3) Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and

(4) Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity.

(3) **Removal of a Family Member's Name from the Application**

(a) Should Opportunity Home's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, Opportunity Home must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, Opportunity Home must deny admission to the family [Notice PIH 2012-28].

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

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

(ii) After admission to the program, the family must present evidence of the former family member's current address upon Opportunity Home's request.

(4) **Reasonable Accommodation [PH Occ GB, pp. 58-60]**

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

(i) If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, Opportunity Home will determine whether the behavior is related to the disability.

(ii) If so, upon the family's request, Opportunity Home will determine whether alternative measures are appropriate as a reasonable accommodation. Opportunity Home will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

See Chapter 2 for a discussion of reasonable accommodation.

3.3.G Prohibition Against Denial of Assistance to Victims Of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

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

(2) Definitions of key terms used in VAWA are provided in section 16.8 of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

(3) **Notification**

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

(b) Opportunity Home acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of

previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under Opportunity Home's policies.

(c) While Opportunity Home is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform Opportunity Home that their status as a victim is directly related to the grounds for denial. Opportunity Home will request that the applicant provide enough information to Opportunity Home to allow Opportunity Home to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

(d) Opportunity Home will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16.8.C of this ACOP, a notice of VAWA rights, and a copy of the form HUD-5382.

(e) Opportunity Home will request in writing that an applicant wishing to claim this protection notify Opportunity Home within 14 business days.

(4) **Documentation**

(a) ***Victim Documentation [24 CFR 5.2007]***

(i) If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, Opportunity Home will request in writing that the applicant provide documentation supporting the claim in accordance with section 16.8.D of this ACOP.

(b) ***Perpetrator Documentation***

(i) If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

(A) A signed statement:

(1) requesting that the perpetrator be removed from the application; and

(2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit.

(B) Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

(1) The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse.

(2) The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully.

(3) The victim and perpetrator must also sign or attest to the documentation.

3.3.H Notice of Eligibility or Denial

(1) Opportunity Home will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 4.3.F.

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

(a) If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, Opportunity Home will notify the family in writing of the proposed denial and state that a copy of the record is available at the community office where the application interview occurred.

(3) Notice requirements related to denying admission to noncitizens are contained in Section 3.2.B.

(4) Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking are contained in Section 3.3.G.

Exhibit 3-1: Detailed Definitions Related to Disabilities

Person with Disabilities [24 CFR 5.403]

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

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

  Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

  In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

  (A) IN GENERAL – The term *developmental disability* means a severe, chronic disability of an individual that-

  (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;

  (ii) is manifested before the individual attains age 22;

  (iii) is likely to continue indefinitely;

  (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) self-care, (II) receptive and expressive language, (III) learning, (IV) mobility, (V) self-direction, (VI) capacity for independent living, (VII) economic self-sufficiency; and

  (v) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

  (B) INFANTS AND YOUNG CHILDREN – An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may

be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

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

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

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

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

Individual with Handicaps [24 CFR 8.3]

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

(1) Physical or mental impairment includes:

(a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine

(b) Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, drug addiction and alcoholism.

(2) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(4) Is regarded as having an impairment means:

(a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation

(b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment

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

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 4

APPLICATIONS, WAITING LIST AND RESIDENT SELECTION

Chapter 4: Applications, Waiting List and Resident Selection

When a family wishes to reside in public housing, the family must submit an application that provides Opportunity Home with the information needed to determine the family's eligibility. HUD requires Opportunity Home to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, Opportunity Home must select families from the waiting list in accordance with HUD requirements and Opportunity Home policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and its annual plan.

Opportunity Home is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or Opportunity Home to receive preferential treatment.

HUD regulations require that Opportunity Home comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that Opportunity Home will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and Opportunity Home policies for accepting applications, managing the waiting list and selecting families from the waiting list. Opportunity Home policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise Opportunity Home's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

PART 1: The Application Process

This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how Opportunity Home will handle the applications it receives.

PART 2: Managing the Waiting List

This part presents the policies that govern how Opportunity Home's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process Opportunity Home will use to keep the waiting list current.

PART 3: Tenant Selection

This part describes the policies that guide Opportunity Home in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that Opportunity Home has the information needed to make a final eligibility determination.

4.1 The Application Process

4.1.A Overview

(1) This part describes the policies that guide Opportunity Home's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list.

(2) This part also describes Opportunity Home's obligation to ensure the accessibility of the application process.

4.1.B Applying for Assistance

(1) Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68].

(2) HUD permits Opportunity Home to determine the format and content of its applications, as well as how such applications will be made available to interested families and how applications will be accepted by Opportunity Home.

(3) However, Opportunity Home must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of Opportunity Home's application [Notice PIH 2009-36].

(a) Opportunity Home uses a two-step process in selecting families from the waiting list.

(b) Under the two-step process, Opportunity Home initially will require families to provide only the information needed to complete the online application and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

(c) Families may complete an online application through the Opportunity Home website.

4.1.C Accessibility of the Application Process

(1) Opportunity Home must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard Opportunity Home application process.

(2) **Disabled Populations [24 CFR 8; PH Occ GB, p. 68]**

(a) Opportunity Home must provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible.

(b) The facility where applications are accepted and the application process must be fully accessible, or Opportunity Home must provide an alternate approach that provides equal access to the program.

Chapter 2 provides a full discussion of Opportunity Home's policies related to providing reasonable accommodations for people with disabilities.

4.1.D Placement on the Waiting List

(1) Opportunity Home must review each completed application received and make a preliminary assessment of the family's eligibility.

(2) Applicants for whom the waiting list is open must be placed on the waiting list unless Opportunity Home determines the family to be ineligible.

(3) Where the family is determined to be ineligible, Opportunity Home must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41].

(4) No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

(5) **Ineligible for Placement on the Waiting List**

(a) The family will not be determined ineligible at the time of placement on the waiting list.

(6) **Eligible for Placement on the Waiting List**

(a) Applicants will be placed on the waiting list according to Opportunity Home preference(s) and the date and time of their completed application.

(b) Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, Opportunity Home will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

4.2 Managing the Waiting List

4.2.A Overview

(1) Opportunity Home must have policies regarding the type of waiting list it will utilize as well as how the waiting list will be organized and managed. This includes policies on notifying the public on the opening and closing of the waiting list to new applicants, updating family information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

(2) In addition, HUD imposes requirements on how Opportunity Home may structure its waiting list and how families must be treated if they apply for public housing if Opportunity Home administers more than one assisted housing program.

4.2.B Organization of the Waiting List

(1) Opportunity Home's public housing waiting list must be organized in such a manner to allow Opportunity Home to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

(a) The waiting list will contain the following information for each applicant listed:

(i) Name and social security number of head of household;

(ii) Number of family members;

(iii) Estimated amount annual income (if disclosed);

(iv) Accessibility requirement, if any;

(v) Date and time of application/confirmation number;

(vi) Household type (family, elderly, disabled);

(vii) Admission preference, if any; and

(viii) Race and ethnicity of the head of household

(2) Opportunity Home may adopt one community-wide waiting list or site-based waiting lists. Opportunity Home must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

(a) Opportunity Home will maintain a single community-wide waiting list for its developments. Within that list, Opportunity Home will designate subparts to easily identify who should be offered the next available unit (i.e., general occupancy developments, elderly/disabled developments, accessible units).

(b) Opportunity Home will maintain the former waiting list with preferred developments until exhausted.

(3) HUD requires that public housing applicants must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that Opportunity Home operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

(4) HUD permits, but does not require, Opportunity Home maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].

(a) Opportunity Home will not merge the public housing waiting list with the waiting list for any other program Opportunity Home operates.

4.2.C Opening and Closing the Waiting List

(1) Opening the Waiting List for New or Redeveloped Property

(a) Opportunity Home should publish a notice announcing the opening of the waiting list in local newspapers of general circulation, minority media, and other suitable media outlets. Such notice must comply with HUD fair housing requirements. Opportunity Home should specify who may apply, and where and when applications will be received.

(i) Opportunity Home will publish a notice announcing the opening of new and redeveloped properties in local newspapers of general circulation, minority media, and other suitable media outlets.

(2) Closing the Waiting List

(a) Opportunity Home is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all of its developments. Opportunity Home may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

(i) Opportunity Home may suspend taking applications at one or more public housing communities when the number of eligible

applicants on the property's waiting list cannot be housed at that property within the next twelve months.

(ii) Opportunity Home may make specific property waiting lists temporarily unavailable under these conditions.

(3) **Reopening the Waiting List**

(a) If the waiting list has been closed, it may be reopened at any time. Opportunity Home will give public notice by publishing the relevant information in suitable media outlets to be determined at the time of waiting list opening. Such notice must comply with HUD fair housing requirements. Opportunity Home should specify who may apply, and where and when applications will be received.

(i) Any temporary suspensions of waiting lists for properties in the public housing program will be done via the online application.

4.2.D Family Outreach [24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]

(1) Opportunity Home should conduct outreach as necessary to ensure that Opportunity Home has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that Opportunity Home is affirmatively furthering fair housing and complying with the Fair Housing Act.

(2) Because HUD requires Opportunity Home to admit a specified percentage of extremely low income families, Opportunity Home may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

(3) Opportunity Home outreach efforts must comply with fair housing requirements. This includes:

(a) Analyzing the housing market area and the populations currently being served to identify underserved populations;

(b) Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program; and

(c) Avoiding outreach efforts that prefer or exclude people who are members of a protected class.

(4) Opportunity Home outreach efforts must be designed to inform qualified families about the availability of units under the program. These efforts may include, as needed, any of the following activities:

(a) Submitting press releases to local newspapers, including minority newspapers;

(b) Developing informational materials and flyers to distribute to other agencies;

(c) Providing application forms to other public and private agencies that serve the low income population; and

(d) Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities.

(i) Opportunity Home will provide in its Annual MTW Plan an analysis of income distribution and income mixing each Fiscal Year (FY).

(ii) The analysis will identify those sites whose average income is below the Established Income Range (EIR), which is 85 percent to 115 percent of Opportunity Home's average income for covered properties.

(iii) Incomes that are above 115 percent of Opportunity Home's average but still below 30 percent of the area median income will not be considered "higher income."

(iv) The analysis will provide explanations as to why sites are outside of 85 percent to 115 percent range and strategies Opportunity Home will implement if needed.

4.2.E Reporting Changes in Family Circumstances

(1) While the family is on the waiting list, the family must inform Opportunity Home, within 10 business days, of changes in name, address, family size or composition, or contact information, including mailing address and phone number.

(2) The changes must be submitted through the online applicant portal located on the Opportunity Home website.

4.2.F Updating the Waiting List

(1) HUD requires Opportunity Home to establish policies that describe the circumstances under which applicants will be removed from the waiting list [24 CFR 960.202(a)(2)(iv)].

(2) **Purging the Waiting List**

(a) The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to Opportunity

Home's request for information or updates because of the family member's disability, Opportunity Home must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40].

See Chapter 2 for further information regarding reasonable accommodations.

(i) Opportunity Home may periodically send notices to applicants on the waiting list to determine their continued interest in the program.

(A) If the notice is sent via mail, it will be sent to the last mailing address listed on the online application.

(B) The notice will provide instructions on how the family must confirm their continued interest in the program.

(C) The notice will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the Public Housing waiting lists.

(ii) To update the waiting list, Opportunity Home will send a notice to applicants on the waiting list to determine their continued interest in the program. This update request will be sent to the last address that Opportunity Home has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

(iii) The family's response must be in the method indicated in the notice and must be received by Opportunity Home on or before the deadline stated in the notice unless a request for an accommodation has been requested by the family prior to the deadline. If the family fails to respond by the deadline, the family will be removed from the waiting list.

(iv) If a notice is sent via mail and returned by the post office, the applicant will be removed from the waiting list without further notice.

(v) If a family is removed from the waiting list for failure to respond, the Director or designee may reinstate the family if it is determined that the lack of response was due to Opportunity Home's error, circumstances beyond the family's control, or as a reasonable accommodation.

(3) Removal from the Waiting List

(a) If the applicant would like to remove themselves from a preferred development, the applicant must make the change through the online applicant portal.

(b) If Opportunity Home determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list, the family will be removed from the waiting list for all preferred developments.

(c) If a family is removed from the waiting list because Opportunity Home has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application.

(d) The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding Opportunity Home's decision (see Chapter 14) [24 CFR 960.208(a)].

(e) Under any of the following conditions, applicants will be removed from the waiting list for all preferred developments:

(i) The applicant has already accepted an offer of public housing from Opportunity Home;

(ii) The applicant is currently housed in public housing as the Head of Household;

(iii) The applicant failed to respond within the 10-day period to Opportunity Home's first-class mail correspondence to confirm their continued interest or mail correspondence is returned by the post office during an update of the waiting list;

(iv) The applicant failed to respond to the eligibility letter and has not scheduled an eligibility appointment to complete the application;

(v) The applicant failed to keep a scheduled interview or failed to respond to Opportunity Home regarding information that is necessary to remain on the waiting list;

(vi) If information is received that the applicant is deceased;

(vii) The applicant was offered a unit at their selected "preferred development" and refused an offer without good cause; or

(viii) The applicant will be withdrawn from all Public Housing waiting lists once they have been selected from one or more preferred developments.

(ix) The applicant failed to respond and attend an Early Engagement session as required for admittance into the Public Housing program;

(f) Opportunity Home will consider all reasonable accommodations and/or mitigating circumstances when determining to withdraw an application from the waiting list.

(g) When a family is removed from the waiting list at their request, for failure to respond to correspondence, or to schedule an interview, no informal hearing will be offered. Failure to act on the part of the applicant prevents Opportunity Home from making an eligibility determination.

(4) Reinstatement to the Waiting List

(a) Opportunity Home may reinstate withdrawn applicants to the original time and date of their application if requested within 90 days based on documentation of mitigating circumstances or related to a request for reasonable accommodation or for:

(i) Temporary hospitalization;

(ii) Illness; or

(iii) Opportunity Home error.

4.3 Tenant Selection

4.3.A Overview

(1) Opportunity Home must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. Opportunity Home must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. Opportunity Home must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

(2) The order in which families will be selected from the waiting list depends on the selection method chosen by Opportunity Home and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

(3) Opportunity Home must maintain a clear record of all information required to verify that the family is selected from the waiting list according to Opportunity Home's selection policies [24 CFR 960.206(e)(2)]. Opportunity Home's policies must be posted any place where Opportunity Home receives applications. Opportunity Home must provide a copy of its tenant selection policies upon request to any applicant or tenant. Opportunity Home may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

(a) When an applicant or resident family requests a copy of Opportunity Home's tenant selection policies, Opportunity Home will provide copies to them free of charge.

4.3.B Selection Method

(1) Opportunity Home must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that Opportunity Home will use.

(2) **Local Preferences [24 CFR 960.206]**

(a) Opportunity Home is permitted to establish local preferences and to give priority to serving families that meet those criteria.

(b) HUD specifically authorizes and places restrictions on certain types of local preferences.

(c) HUD also permits Opportunity Home to establish other local preferences, at its discretion.

(d) Any local preferences established must be consistent with Opportunity Home's plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

(e) If the PHA has a Housing Choice Voucher program, the PHA must offer, and if accepted, provide the family a selection preference for an appropriate-sized public housing unit that first becomes available for occupancy after the time period expires for an HCV family whose HAP contract is being terminated due to an owner failing to make required repairs within the required time frame, and who are unable to lease a new unit within the term of the voucher [24 CFR 982.404(e)(2)]

(e) Opportunity Home's selection method will be based on local preference with assigned points and date and time of the submitted application.

(f) Applicants must provide verification of preference at the time of selection from the waitlist. If the family is not able to provide appropriate verification, they will be returned to the waiting list with the original date and time of the application and without the preference [24 CFR 960.206].

(g) **Waiting List Preferences**

Applicants will retain the assigned points throughout the waiting list, eligibility and offer process.

(i) **Small Family Referral (100 Points) -** Families composed of up to two individuals certified by a designated social service agency as eligible based on the criteria below and referred to Opportunity Home under the terms and conditions of a Memorandum of Agreement with a certifying social service agency, such as Haven for Hope, to receive an available efficiency or one-bedroom unit [24 CFR 960.206(a), 24 CFR 960.206(c)]. Individuals must meet at least one of the following criteria:

(A) Elderly (age 62 or older);

(B) Displaced;

(C) Homeless; or

(D) Persons with disabilities.

(ii) **Emergency or Major Disaster (75 Points) -** Extended to families that are involuntarily displaced due to an officially declared emergency or major disaster (natural or man-made) within the last six months as verified by referral from an

approved agency, including but not limited to, the American Red Cross or the Federal Emergency Management Agency (FEMA).

(iii) **Opportunity Home Program Displacement (75 Points) -** Extended to families that are involuntarily displaced by the following:

(A) Opportunity Home action (emergency relocation, purchase, demolition, sale of property, extensive rehabilitation, etc.). Displaced families have a preference and can select from available units at Opportunity Home properties;

(B) Opportunity Home owned and/or operated housing development that Opportunity Home/HUD sells, forecloses, or demolishes (to include major renovations and modernization, property acquisition, or Opportunity Home action). Families affected have a preference to return to the former redeveloped Opportunity Home property; or

(C) Opportunity Home-sponsored housing programs [Moderate-Rehabilitation Program, Continuum of Care (CoC), Housing Choice Voucher (HCV) Program, Homeownership Program, 5H Homeownership Program, and Section 32 Homeownership] to meet specific housing needs (i.e., bedroom size, reasonable accommodation, legal judgements) or to provide housing due to loss of program funding.

(iv) **Victoria Plaza Supportive Services Preference (40 Points) -** Extended to disabled families referred by Center for Health Care Services (CHCS).

(A) Families referred will be given preference at the Victoria Plaza community and will receive on-site supportive services from CHCS.

(v) **San Antonio Residency Preference (25 Points) –** Families must reside in, work in, or be hired to work in San Antonio and/or surrounding municipalities.

(3) **Income Targeting Requirement [24 CFR 960.202(b)]**

(a) HUD requires that extremely low-income (ELI) families make up at least 40 percent of the families admitted to public housing during Opportunity Home's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher [Federal Register notice 6/25/14]. To ensure this requirement is met, Opportunity Home may skip non-ELI families on the waiting list in order to select an ELI family.

(b) If Opportunity Home also operates a housing choice voucher (HCV) program, admissions of extremely low-income families to Opportunity Home's HCV program during Opportunity Home's fiscal year that exceed the 75 percent minimum target requirement for the voucher program, shall be credited against Opportunity Home's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of:

(i) 10 percent of public housing waiting list admissions during Opportunity Home's fiscal year;

(ii) 10 percent of waiting list admissions to Opportunity Home's housing choice voucher program during Opportunity Home's fiscal year; or

(iii) The number of qualifying low-income families who commence occupancy during the fiscal year of Opportunity Home public housing units located in census tracts with a poverty rate of 30 percent or more.

(c) For this purpose, *qualifying low-income family* means a low-income family other than an extremely low-income family.

(i) Extremely Low-Income Applicants - At least 40 percent of new annual admissions to the low rent public housing program must be to families with incomes that do not exceed the higher of the federal poverty level or 30 percent of the Area Median Income (AMI).

(ii) Low-Income Applicants - At least 40 percent of new annual admissions to the low rent public housing program must be to families with incomes in between 30.1 percent and 50 percent of the Area Median Income (AMI).

(4) **Mixed Population Developments [24 CFR 960.407]**

(a) A mixed population development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or Opportunity Home at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102].

(i) *Elderly family* means a family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age [24 CFR 5.403].

(ii) *Disabled family* means a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

(b) Opportunity Home must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments.

(c) Opportunity Home may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, Opportunity Home must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units.

(d) Opportunity Home may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

(e) Opportunity Home will:

(i) Implement an 80 to 20 percent ratio of Elderly to Non-Elderly population at one or more communities;

(ii) Inform the Unified Application Center (UAC) of designated communities; and

(iii) Monitor the ratio until achieved.

(5) **Units Designated for Elderly or Disabled Families [24 CFR 945]**

(a) Opportunity Home may designate projects or portions of a public housing project specifically for elderly or disabled families. Opportunity Home must have a HUD-approved allocation plan before the designation may take place.

(b) Among the designated developments, Opportunity Home must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, Opportunity Home may allow near-elderly families to occupy the units [24 CFR 945.303(c)(1)].

(i) *Near-elderly family* means a family whose head, spouse, or cohead is at least 50 years old, but is less than 62 [24 CFR 5.403].

(c) If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, Opportunity Home must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)].

(d) The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse affect on their admission or continued occupancy in public housing or

their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area [24 CFR 945.303(d)(1) and (2)].

(e) This protection does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project [24 CFR 945.303(d)(3)].

(i) Opportunity Home does not have designated elderly or designated disabled housing at this time.

(6) **Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]**

(a) Opportunity Home's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of Opportunity Home's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

(b) Opportunity Home's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

(c) Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements:

(i) Developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families;

(ii) Developments operated by a PHA with only one general occupancy development;

(iii) Developments approved for demolition or for conversion to tenant-based public housing; and

(iv) Developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

(d) **Steps for Implementation [24 CFR 903.2(c)(1)]**

(i) To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, Opportunity Home must comply with the following steps:

(A) **Step 1.** Opportunity Home must determine the average income of all families residing in all Opportunity Home's covered developments. Opportunity Home may use the median income, instead of average income, provided that Opportunity Home includes a written explanation in its annual plan justifying the use of median income.

(B) **Step 2.** Opportunity Home must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, Opportunity Home has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

(C) **Step 3.** Opportunity Home must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85 percent to 115 percent of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or 30 percent of median income, whichever number is higher).

(D) **Step 4.** Opportunity Home with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

(E) **Step 5.** Where the income profile for a covered development is not explained or justified in the annual plan submission, Opportunity Home must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

(ii) Depending on local circumstances Opportunity Home's deconcentration policy may include, but is not limited to the following:

(A) Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities;

(B) Targeting investment and capital improvements toward developments with an average income below the EIR to

encourage families with incomes above the EIR to accept units in those developments;

(C) Establishing a preference for admission of working families in developments below the EIR;

(D) Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration; and

(E) Providing other strategies permitted by statute and determined by Opportunity Home in consultation with the residents and the community through the annual plan process to be responsive to local needs and Opportunity Home strategic objectives.

(iii) A family has the sole discretion whether to accept an offer of a unit made under Opportunity Home's deconcentration policy. Opportunity Home must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under Opportunity Home's deconcentration policy [24 CFR 903.2(c)(4)].

(iv) If, at annual review, the average incomes at all general occupancy developments are within the EIR, Opportunity Home will be considered to be in compliance with the deconcentration requirement and no further action is required.

(A) For developments outside the EIR, Opportunity Home will take the following actions to provide for deconcentration of poverty and income mixing:

(1) Continue employment and self-sufficiency efforts for residents living in public housing to increase family's income;

(2) Utilize local preferences and income targeting to admit families whose income exceed 30 percent of the AMI; and

(3) Select ELI families ahead of other eligible families on an as-needed basis to ensure the income-targeting requirement is met.

(7) **Order of Selection [24 CFR 960.206(e)]**

(a) Opportunity Home's system of preferences may select families either according to the date and time of application or by a random selection process.

(A) Families will be selected from the waiting list based on the first available unit at their “preferred developments” and date and time of their application.

(B) When selecting applicants from the waiting list, Opportunity Home will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicant’s full application.

(C) All 0- and 1-bedroom units will be combined on the property-specific waiting list.

4.3.C Notification of Selection

(1) When the family has been selected from the waiting list, Opportunity Home must notify the family [24 CFR 960.208].

(a) Opportunity Home will notify the family by first class mail and/or email when it is selected from the waiting list.

(b) The notice will inform the family of the scheduled appointment or instructions to complete eligibility via mail.

(c) If a notification letter is returned to Opportunity Home by the post office, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents Opportunity Home from making an eligibility determination; therefore no informal hearing will be offered.

4.3.D Eligibility Determination Process

(1) HUD recommends that Opportunity Home obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

(2) Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if Opportunity Home determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by Opportunity Home [Notice PIH 2018-24].

(3) Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

(4) Families selected from the waiting list are required to participate in an eligibility interview or complete an eligibility packet through mail.

(5) If the family is required to attend an eligibility interview, the following requirements apply:

(a) The head of household (HOH), the spouse/co-head and all adult household members are required to attend the interview together.

(b) The interview will be conducted only if the HOH or spouse/co-head provides current (not expired) documentation of legal identity.

(c) If the HOH or spouse/co-head does not provide the required documentation, the appointment may be rescheduled until documentation of legal identity is obtained, not to exceed 10 business days.

(d) Pending disclosure and documentation of social security numbers, Opportunity Home will allow the family to retain its place on the waiting list for 10 business days. If not all household members have disclosed their SSNs at the next time a unit becomes available, Opportunity Home will offer a unit to the next eligible applicant family on the waiting list.

(6) If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). If the family is verified as eligible for the preference, Opportunity Home will proceed with the interview. If Opportunity Home determines the family is not eligible for the preference, the interview will not proceed and the family will be placed back on the waiting list according to the date and time of their application.

(7) The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, Opportunity Home will provide the family with a written list of items that must be submitted.

(8) Any required documents or information that the family is unable to provide at the time of selection must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (see Chapter 3).

(9) An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

(10) If the family is unable to attend a scheduled interview, the family should contact Opportunity Home in advance of the interview to schedule a new appointment. Applicants that fail to appear for the appointment without a request to reschedule will be interpreted to mean that the family is no longer interested and their application will be made inactive.

(111) Failure to act on the part of the applicant prevents Opportunity Home from making an eligibility determination; therefore, Opportunity Home will not offer an informal hearing.

Chapter 7 provides a discussion of proper documentation of legal identity.

4.3.E Early Engagement Program

All applicants selected from the waiting list, with the exception of elderly and disabled applicants must attend an Opportunity Home-sponsored Early Engagement Program (EEP) briefing before or after they are determined eligible for participation. Generally, applicants are required to attend the EEP briefing prior to leasing. However, Opportunity Home may waive this requirement and permit leasing to an applicant before they have attended the EEP briefing, if doing so would remove a barrier for the family in quickly securing and/or leasing a suitable unit. Failure to attend a required EEP briefing may be cause for denial.

4.3.F Final Eligibility Determination [24 CFR 960.208]

(1) Opportunity Home must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including Opportunity Home suitability standards, Opportunity Home must make a final determination of eligibility (see Chapter 3).

(2) When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

(a) Opportunity Home will notify the family in writing of their eligibility within 30 calendar days of the eligibility interview or for eligibility by mail, 30 calendar days from the day the completed packet was received.

(b) Opportunity Home will provide the approximate date of occupancy if that date can be reasonably determined.

(3) Opportunity Home must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

(a) If Opportunity Home determines that the family is ineligible, Opportunity Home will send written notification within 30 calendar days of the eligibility interview or for eligibility by mail, 30 calendar days from the day the completed packet was received.

(b) The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal hearing (Chapter 14).

(4) If Opportunity Home uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before Opportunity Home can move to deny the application. See Section 3.3.G for Opportunity Home's policy regarding such circumstances.

(a) Opportunity Home will send notification that includes language that a copy of the criminal history record is available at the community office where the application interview occurred.

(b) The notification will also inform the family of its right to request an informal hearing.

(5) Opportunity Home must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act of 2013, and as outlined in 16.7.C, at the time the applicant is provided assistance or at the time the applicant is denied assistance. This notice must be provided in both of the following instances:

(a) When a family actually begins receiving assistance with lease execution; or

(b) When a family is notified of its ineligibility.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 5

OCCUPANCY STANDARDS AND UNIT OFFERS

Chapter 5: Occupancy Standards and Unit Offers

Opportunity Home must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. Opportunity Home's waiting list and selection policies are contained in Chapter 4. Together, Chapters 4 and 5 of the ACOP comprise Opportunity Home's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts:

PART 1: Occupancy Standards

This part contains Opportunity Home's standards for determining the appropriate unit size for families of different sizes, compositions, and types.

PART 2: Unit Offers

This part contains Opportunity Home's policies for making unit offers, and describes actions to be taken when unit offers are refused.

5.1 Occupancy Standards

5.1.A Overview

(1) Occupancy standards are established by Opportunity Home to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from underutilization or from excessive wear and tear due to overcrowding. Part I of this chapter explains the occupancy standards.

(2) These standards describe the methodology and factors Opportunity Home will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size.

(3) This part also identifies circumstances under which an exception to the occupancy standards may be approved.

5.1.B Determining Unit Size

(1) In selecting a family to occupy a particular unit, Opportunity Home may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

(2) HUD does not specify the number of persons who may live in public housing units of various sizes. Opportunity Home is permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].

(3) Although Opportunity Home does determine the size of unit the family qualifies for under the occupancy standards, Opportunity Home does not determine who shares a bedroom/sleeping room.

(4) Opportunity Home's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

(a) Opportunity Home will use the same occupancy standards for each of its developments.

(b) Opportunity Home will assign one bedroom for each two persons within the household, except in the following circumstances:

(i) Persons of the opposite sex (other than spouses and children under age 5) will not be required to share a bedroom.

(A) An individual's sex may be determined by their actual or perceived gender characteristics, regardless of the sex assigned to that person at birth. One's gender identity may not align with the gender identified on an individual's identity documents.

(B) Opportunity Home may maintain voluntary and anonymous reporting of sexual orientation or gender identity for compliance with data collection requirements by state and local governments, or other federal assistance programs so long as information obtained for such reporting has no bearing on eligibility for housing or program participation.

(ii) Persons of different generations will not be required to share a bedroom.

(iii) Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

(iv) Single person families will be allocated a zero or one bedroom.

(v) A living room may be used as a sleeping (bedroom) space, but no more than two persons may occupy the space.

(vi) Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

(vii) All children anticipated to reside in a dwelling unit will be included in determining unit size upon submission of supporting documentation. For example, children expected to be born to pregnant women or children whose custody is being obtained by an adult.

(viii) Adopted children will be included in determining unit size when the family submits supporting documentation.

(ix) Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

(b) Opportunity Home will reference the following chart in determining the appropriate unit bedroom size for a family:

	Persons in Household	
Bedroom Size	**Minimum**	**Maximum**
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	6	10

5.1.C Exceptions to Occupancy Standards

(1) Types of Exceptions

(a) Opportunity Home will consider granting exceptions to the occupancy standards at the family's request if Opportunity Home determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

(b) For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities.

(c) An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart in Section 5.1.B) and the family does not want to transfer to a larger size unit.

(d) When evaluating exception requests Opportunity Home will consider the size and configuration of the unit. In no case will Opportunity Home grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

(e) Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.

(f) To prevent vacancies, Opportunity Home may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available to the family through a transfer.

(2) Processing of Exceptions

(a) All requests for exceptions to the occupancy standards must be submitted in writing.

(b) In the case of a request for exception as a reasonable accommodation, Opportunity Home will encourage the resident to make the request in writing using a reasonable accommodation request form. However, Opportunity Home will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

(c) Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

(d) Opportunity Home will notify the family of its decision within 20 business days of receiving the family's request.

5.2 Managing the Waiting List [24 CFR 1.4(b)(2)(ii); 24 CFR 960.208]

5.2.A Overview

(1) Opportunity Home must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination laws.

(2) In filling an actual or expected vacancy, Opportunity Home must offer the dwelling unit to an applicant in the appropriate offer sequence. Opportunity Home will offer the unit until it is accepted. This section describes Opportunity Home's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list. This section also describes Opportunity Home's policies for offering units with accessibility features.

(a) Opportunity Home 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.

5.2.B Number of Offers

(1) Opportunity Home has adopted the following unit offer plan:

One (1) Unit Offer:

(a) The applicant will be offered a suitable unit based on the availability and family composition.

(b) The applicant will be given one unit offer. Exceptions may be made only in cases where the applicant has demonstrated good cause for unit refusal, as outlined in section 5.2.D.

5.2.C Time Limit For Unit Offer Acceptance or Refusal

(1) Applicants must accept or refuse a unit offer within three business days of the date of the unit offer.

(2) Offers may be accepted/rejected by telephone, email or electronic signature.

(3) Offers may be confirmed by letter within five business days for out-of-state applicants and reasonable accommodations.

5.2.D Refusals of Unit Offers

(1) Good Cause for Unit Refusal

(a) An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

(i) Applicants may refuse to accept a unit offer for "good cause."

(A) *Good cause* includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. [PH Occ GB, p. 104].

(ii) Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

(A) Inaccessibility to source of employment, education, job training, or educational program for children with disabilities.

(B) The family demonstrates to Opportunity Home's satisfaction that accepting the offer would place a family member's life in jeopardy. Acceptable documentation includes the following:

(1) Restraining orders, court orders, or risk assessments related to witness protection from a law enforcement agency; and

(2) An approved assessment of the threat completed by Opportunity Home security department.

(C) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members, or live-in aide necessary to the care of the principal household member.

(D) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

(E) The unit has lead-based paint and the family includes children under the age of six.

(F) A household member is serving on a sequestered jury.

(G) [Resident Transfers] The unit offered is not available for occupancy.

(H) [Applicants] The unit offered is not available for occupancy within 14 business days.

(I) The unit will be demolished and sold within 48 months of move-in.

(iii) In the case of a unit refusal for good cause, the applicant will not be removed from the waiting list and will remain at their current position on all preferred waiting lists until the family receives a second offer.

(iv) Opportunity Home will require documentation of good cause for unit refusals.

(2) **Unit Refusal without Good Cause**

(a) When an applicant rejects the final unit offer without good cause, Opportunity Home will remove the applicant's name from all property waiting lists and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see Chapter 14).

(b) The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until Opportunity Home opens the waiting list.

5.2.E Accessible Units [24 CFR 8.27]

(1) Opportunity Home must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

(2) When an accessible unit becomes vacant, before offering such units to a non-disabled applicant Opportunity Home must offer such units:

(a) First, to a current resident of another unit of the same development, or other public housing development under Opportunity Home's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then

(b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

(3) When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, Opportunity Home may require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible unit when available.

(a) Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

(b) When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, Opportunity Home will offer the unit to a non-disabled applicant.

(c) When offering an accessible unit to a non-disabled applicant, Opportunity Home will require the applicant to agree to move to an available non-accessible unit within thirty days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

5.2.F Designated Housing

(1) When applicable, Opportunity Home's policies for offering units designated for elderly families only or for disabled families only are described in Opportunity Home's Designated Housing Plan.

(a) Opportunity Home does not provide designated housing.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 6

INCOME AND RENT DETERMINATION

Chapter 6: Income and Rent Determination

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. Opportunity Home will use the policies and methods described in this chapter to ensure that only income-eligible families receive assistance and that no family pays more or less rent than is required under the regulations.

This chapter describes HUD regulations and Opportunity Home policies related to these topics in three parts as follows:

PART 1: Annual Income

HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and Opportunity Home policies for calculating annual income are found in Part I.

PART 2: Adjusted Income

Once annual income has been established HUD regulations require Opportunity Home to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and Opportunity Home policies for calculating adjusted income are found in Part II.

PART 3: Calculating Rent

This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice in rents.

6.1 Annual Income

6.1.A Overview [24 CFR 5.609]

(1) Annual Income:

(a) Annual income means all amounts, monetary or not, which:

(i) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(ii) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(iii) Which are not specifically excluded in paragraph [5.609(c)].

(iv) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(2) In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

(a) Annual Income Inclusions (Exhibit 6-1)

(b) Annual Income Exclusions (as updated for HOTMA per Notice PIH 2024-38) (Exhibit 6-2)

(c) Treatment of Family Assets (Exhibit 6-3)

(d) Earned Income Disallowance (Exhibit 6-4)

(e) Welfare Benefit Reduction (Exhibit 6-5)

(3) Sections 6.1.B and 6.1.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)].

(4) *Verification requirements for annual income are discussed in Chapter 7.*

6.1.B Household Composition and Income

(1) Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition.

(2) The rules on which sources of income are counted vary somewhat by family member.

(3) The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(b)(8) as updated for HOTMA].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(b)(8) as updated for HOTMA].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3) as updated for HOTMA]. All sources of unearned income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14) as updated for HOTMA]. All sources of unearned income, except those specifically excluded by the regulations, are included.

(4) **Temporarily Absent Family Members**

(a) The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

(i) Generally an individual who is or is expected to be absent from the assisted unit for 45 consecutive days or less is considered temporarily absent and continues to be considered a family member.

(ii) Generally an individual who is or is expected to be absent from the assisted unit for more than 45 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

(b) ***Absent Students***

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

(c) ***Absences due to Placement in Foster Care***

(i) Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

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

(d) ***Absent Head, Spouse, or Cohead***

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

(e) ***Individuals Confined for Medical Reasons***

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

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

(f) ***Joint Custody of Children***

(i) Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 51 percent or more of the time.

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

(g) ***Caretakers for a Child***

(i) The approval of a caretaker is at Opportunity Home's discretion and subject to Opportunity Home's screening criteria. If neither a parent nor a designated guardian remains in a household, Opportunity Home will take the following actions:

(A) If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(B) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 30 days.

(C) Opportunity Home's Legal Department will determine if the caretaker's status as an eligible visitor will be extended or if the caretaker will be added to the lease as a household member.

(D) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6.1.C Anticipating Annual Income

(1) Opportunity Home is required to count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

(2) **Basis of Annual Income Projection**

(a) Opportunity Home generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes Opportunity Home to use other than current circumstances to anticipate income when:

(i) An imminent change in circumstances is expected [HCV GV, p. 5-17];

(ii) It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]; and

(iii) Opportunity Home believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)].

(b) Opportunity Home is required to use HUD's Enterprise Income Verification (EIV) system in its entirety as a third party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)].

(c) HUD allows Opportunity Home to use tenant-provided documents to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where Opportunity Home does not determine it is necessary to obtain additional third-party data.

(i) When EIV is obtained and the family does not dispute the EIV employer data, Opportunity Home will use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, Opportunity Home will obtain four current and consecutive pay stubs dated within the last 90 days.

(ii) If the pay stubs are accepted, they will be valid for 180 days from the eligibility appointment in an effort to sustain eligibility pools.

(iii) Tenant-provided documents must be dated within 120 days from the date received [recertification].

(iv) All tenant-provided documents are subject to examination to determine credibility.

(v) Opportunity Home will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

(A) If EIV or other UIV data is not available,

(B) If the family disputes the accuracy of the EIV employer data, and/or

(C) If Opportunity Home determines additional information is needed.

(vi) In such cases, Opportunity Home will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how Opportunity Home annualized projected income.

(vii) When Opportunity Home cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), Opportunity Home will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

(viii) Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to Opportunity Home to show why the historic pattern does not represent the family's anticipated income.

(ix) ***Known Changes in Income***

(A) If Opportunity Home verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example

An employer reports that a full-time employee who has been receiving $8/hour will begin to receive $8.25/hour in the eighth week after the effective date of the reexamination. In such a case, Opportunity Home would calculate annual income as follows:

[$8 x 40 hours x 7 weeks] + [$8.25 x 40 hours x 45 weeks).

(B) The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases Opportunity Home will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if Opportunity Home's policy on reexaminations does not require interim reexaminations for other types of changes.

(C) When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

(d) **Projecting Income**

(i) In HUD's EIV webcast of January 2008, HUD made clear that Opportunity Home is not to use EIV quarterly wages to project earnings.

6.1.D Earned Income

(1) **Types of Earned Income Included in Annual Income**

(a) ***Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27; Notice PIH 202438]***

(i) The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income.

(ii) Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24) as updated for HOTMA].

(iii) *Earned income* means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100 as updated for HOTMA].

(iv) A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b) as updated for HOTMA]. Income earned as a day laborer is not considered nonrecurring income.

(v) A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b) as updated for HOTMA].

(A) Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27]. Income earned as a seasonal worker is not considered nonrecurring income.

(ii) For persons who regularly receive bonuses or commissions, Opportunity Home will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, Opportunity Home will use the prior year amounts. In either case the family may provide, and Opportunity Home will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, Opportunity Home will count only the amount estimated by the employer. The file will be documented appropriately.

(b) ***Some Types of Military Pay***

(i) All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11) as updated for HOTMA].

(2) **Types of Earned Income Not Counted in Annual Income**

(a) ***Earnings of a Minor [24 CFR 5.609(b)(3) as updated for HOTMA]***

(i) A *minor* is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All

other sources of unearned income, except those specifically excluded by the regulations, are included.

(b) **Earned Income of Full-Time Students [24 CFR 5.609(b)(14) as updated for HOTMA]**

(i) The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

(ii) A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. Full-time status is defined by the educational or vocational institution the student is attending [New PH OCC GB, Lease Requirements, p. 5].

(c) ***Income of a Live-in Aide***

(i) Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(b)(8) as updated for HOTMA]. (See Eligibility chapter for a full discussion of live-in aides.)

(d) ***Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]***

(i) Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for Opportunity Home, on a part-time basis, that enhances the quality of life in the development.

(ii) Such services may include but are not limited to the following:

(A) Fire patrol,

(B) Hall monitoring,

(C) Lawn maintenance,

(D) Resident initiatives coordination, and

(E) Serving as a member of Opportunity Home's governing board.

(iii) No resident may receive more than one such stipend during the same period of time.

(e) ***State and Local Employment Training Programs***

(i) Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training

programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income.

(ii) Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

(iii) Opportunity Home defines a training *program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

(iv) Opportunity Home defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

(v) In calculating the incremental difference, Opportunity Home will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

(vi) End of participation in a training program must be reported in accordance with Opportunity Home's interim reporting requirements (see chapter on reexaminations).

(f) ***Earned Income Disallowance***

(i) The earned income disallowance is discussed in section 6.1.E below.

6.1.E Business Income [24 CFR 5.609(b)(2)(8) as updated for HOTMA; Notice PIH 2023-27)]

(1) Annual income includes the net income from the operation of a business or profession. Net income is gross income minus business expenses that allows the business to operate. Gross income is all income amounts received into the business, prior to the deduction of business expenses.

(a) Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.

(b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

(c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(2) **Independent Contractors**

(a) Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 2.609 (b)(24) as updated for HOTMA].

(b) An independent contractor is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b) as updated for HOTMA].

(c) This may include individuals such as third-party delivery and transportation service providers and “gig workers” like babysitters, landscapers, rideshare drivers, and house cleaners. Income earned as an independent contractor is not considered nonrecurring income and is therefore included in annual income unless otherwise excluded by regulation.

(i) To determine business expenses that may be deducted from gross income, Opportunity Home will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

(3) **Business Expansion**

(a) HUD regulations do not permit Opportunity Home to deduct from gross income expenses for business expansion.

(i) *Business expansion* is defined as any capital expenditures made:

(A) To add new business activities,

(B) To expand current facilities, or

(C) To operate the business in additional locations.

(ii) For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

(4) **Capital Indebtedness**

(a) HUD regulations do not permit Opportunity Home to deduct from gross income the amortization of capital indebtedness.

(i) *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means Opportunity Home will allow as a business expense interest, but not principal, paid on capital indebtedness.

(5) **Negative Business Income**

(a) If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

(6) **Withdrawal of Cash or Assets from a Business**

(a) HUD regulations require Opportunity Home to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

(i) Acceptable investments in a business include cash loans and contributions of assets or equipment.

(ii) For example, if a member of a tenant family provided an up-front loan of $2,000 to help a business get started, Opportunity Home will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

(7) **Co-Owned Business**

(a) If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6.1.F Student Financial Assistance [24 CFR 5.609(b)(9) as updated for HOTMA]

(1) The regulations distinguish between two categories of student financial assistance paid to both full-time and part-time students. The first category is any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA), which must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i) as updated for HOTMA].

(a) Examples of assistance under title IV of the HEA include:

(i) Federal Pell Grants;

(ii) Federal Work Study Programs;

(iii) Federal Perkins Loans;

(iv) Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or

(v) Bureau of Indian Affairs/Education student assistance programs

(A) The Higher Education Tribal Grant

(B) The Tribally Controlled Colleges or Universities Grant Program

(b) The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education (not otherwise excluded by the Federally mandated income exclusions) [24 CFR 5.609(b)(9)(ii)]. Other student financial assistance received by the student that, either by itself or in combination with HEA assistance, exceeds the actual covered costs is included in income.

(c) *Actual covered costs* are defined as the actual costs of:

(i) Tuition, books, and supplies;

(A) Including supplies and equipment to support students with learning disabilities or other disabilities

(ii) Room and board; and

(iii) Other fees required and charged to a student by the education institution.

(d) For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(e) Further, to qualify, other student financial assistance must be expressly:

(i) For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;

(ii) To assist a student with the costs of higher education; or

(iii) To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

(f) The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by Opportunity Home.

(i) The financial assistance must be a grant or scholarship received from:

(A) The Federal government;

(B) A state, tribal, or local government ;

(C) A private foundation registered as a nonprofit;

(D) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(E) An institution of higher education.

(ii) Student financial assistance, does not include:

(A) Financial support provided to the student in the form of a fee for services performed; (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);

(B) Gifts, including gifts from family or friends; or

(C) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

(2) **Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]**

(a) If the only financial assistance is received under 479B of the Higher Education Act (HEA), it is fully excluded. The actual covered costs do not need to be captured or verified. If the financial assistance include both 479B of the HEA and non-HEA dollars, the formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs.

(b) When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

6.1.G Periodic Payments [Notice PIH 2023-27]

(1) Periodic payments are forms of income received on a regular basis.

(2) Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income.

(3) Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

(4) However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly). Unemployment income and other types of periodic payments are not considered nonrecurring income, unless explicitly excluded from income under 25 CFR 5.609(b) as updated for HOTMA, and thus they are included in annual income.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency or length of the payments.

(6) **Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16) as updated for HOTMA]**

(a) Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

(7) **Retirement Accounts [24 CFR 5.609(b)(26) as updated for HOTMA; Notice PIH 2023-27]**

(a) Any distribution of periodic payments from a retirement account is included in annual income at the time they are received by the family.

(8) **Social Security Benefits [Notice PIH 2023-27]**

(a) Opportunity Home is required to use the gross benefit amount to calculate annual income from Social Security benefits.

(b) Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits.

(c) Effective the day after the SSA has announced the COLA, Opportunity Home is required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27].

(d) When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, Opportunity Home must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

6.1.H Nonrecurring Income [24 CFR 5.609(b)(24) as updated for HOTMA and Notice PIH 2023-27]

(1) Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income.

(2) Opportunity Home may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for Opportunity Home policies related to verification of nonrecurring income.

(3) Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

(4) Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly).

(5) Income amounts excluded under this category may include, but are not limited to:

(a) Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;

(b) Payments for eviction prevention;

(c) Security deposits to secure housing;

(d) Payments for participation in research studies (depending on the duration); and

(e) General one-time payments received by or on behalf of the family.

(6) Nonrecurring income that is excluded under the regulations includes:

(a) Payments from the U.S. Census Bureau for employment (relating to the decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i) as updated for HOTMA].

(b) Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii) as updated for HOTMA].

(c) Security deposits to secure housing;

(d) Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv) as updated for HOTMA].

(e) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v) as updated for HOTMA].

(f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi) as updated for HOTMA]. When calculating annual income, PHAs are prohibited from assigning monetary value to such non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income. However, the value of

regular in-kind donations (such as the value of groceries) received by friends and family are included.

(g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii) as updated for HOTMA].

6.1.I State Payments to Allow Individuals with Disabilities to Live at Home [24 CFR 5.609(b)(19) as updated for HOTMA]

(1) Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

(2) Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies, or other authorized entities.

(3) The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

(4) Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

6.1.J Civil Rights Settlements [24 CFR 5.609(b)(25) as updated for HOTMA; FR Notice 2/14/23]

(1) Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income.

(a) This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

(2) While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's

savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of net family assets).

(3) Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

6.1.K Additional Exclusions from Annual Income [24 CFR 5.609(b) as updated for HOTMA; FR Notice 1/31/2024]

(1) Other exclusions contained in 24 CFR 5.609(b) as updated for HOTMA and FR Notice 1/31/2024 include the following:

(a) Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4) as updated for HOTMA].

(b) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5) as updated for HOTMA]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages are included in annual income [Notice PIH 2023-27].

(c) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6) as updated for HOTMA].

(d) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7) as updated for HOTMA].

(e) Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10) as updated for HOTMA].

(f) Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10) as updated for HOTMA].

(g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11) as updated for HOTMA].

(h) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17) as updated for HOTMA]. This income exclusion applies only to veterans in

need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].

(i) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20) as updated for HOTMA]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

(j) Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21) as updated for HOTMA].

(i) Generally, payments received by tribal members in excess of the first $2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income.

(k) Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23) as updated for HOTMA].

(l) Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27) as updated for HOTMA].

(m) Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(12)(ii) as updated for HOTMA].

(n) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i) as updated for HOTMA].

(o) Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii) as updated for HOTMA].

(p) State and Local Employment Training Programs [24 CFR 5.609(b)(12)(iv) as updated for HOTMA] Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv) as updated for HOTMA].

(i) Opportunity Home defines a training *program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

(ii) Opportunity Home defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3-4].

(iii) In calculating the incremental difference, Opportunity Home will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

(iv) End of participation in a training program must be reported in accordance with Opportunity Home's interim reporting requirements (see Chapter 11).

(q) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were

persecuted during the Nazi era [24 CFR 5.609(b)(13) as updated for HOTMA]

(r) Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15) as updated for HOTMA].

(s) Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20) as updated for HOTMA].

(t) Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) as updated for HOTMA apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary [24 CFR 5.609(b)(22) as updated for HOTMA]

(u) HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the Federal Register on January 31, 2024. It includes:

(i) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets.

(ii) Benefits under Section 1780 of the Richard B. Russell School Lunch Act and Child Nutrition Act of 1966, including WIC and reduced-price lunches.

(iii) Payments, including for supportive services and reimbursement of out-of-pocket expenses, to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058). The exclusion also applies to assets.

(A) Except, the exclusion does not apply when the Chief Executive Officer of the Corporation for National and Community Service determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)).

(iv) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).

(v) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506).

(vi) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)).

(vii) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 which was reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2)).

(viii) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts.

(ix) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Section 6).

(x) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).

(xi) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al., for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010.

(xii) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407–1408).

(xiii) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).

(xiv) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.

(xv) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain

Korean and Thailand service veterans born with spinal bifida (42 U.S.C. 12637(d)).

(xvi) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets.

(xvii) 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 Childcare and Development Block Grant Act of 1990 (42 U.S.C. 9858q).

(xviii) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets.

(xix) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets.

(xx) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).

(A) For Section 8 programs only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327 (as amended)).

(xxi) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).

(xxii) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)).

(xxiii) Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are

excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).

(xxiv) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations. This exclusion also applies to assets.

(xxv) Distributions from an ABLE account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09 or subsequent or superseding notice is excluded from income and assets.

(xxvi) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).

(xxvii) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.

(xxviii) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).

(xxix) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. Chapter 11 or dependency and indemnity compensation under 38 U.S.C. Chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to

programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.).

6.1.L Assets [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

(1) Overview

(a) There is no asset limitation for participation in the public housing program. However, HUD requires that Opportunity Home include in annual income the anticipated "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)].

(b) This section discusses how the income from various types of assets is determined.

(c) For most types of assets, Opportunity Home must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

(i) How the value of the asset will be determined.

(ii) How income from the asset will be calculated.

(d) Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of net family assets. This section begins with a discussion of general policies related to assets and then provides HUD rules and Opportunity Home policies related to each type of asset.

See Chapter 7 for optional policies for family self-certification of assets.

(2) General Policies

(a) *Income from Assets*

(i) Opportunity Home generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset.

(ii) As is true for all sources of income, HUD authorizes Opportunity Home to use other than current circumstances to anticipate income when:

(A) an imminent change in circumstances is expected;

(B) it is not feasible to anticipate a level of income over 12 months; or

(C) Opportunity Home believes that past income is the best indicator of anticipated income.

(iii) For example, if a family member owns real property that typically receives rental income but the property is currently vacant, Opportunity Home can take into consideration past rental income along with the prospects of obtaining a new tenant.

(iv) Opportunity Home will obtain tenant-provided documentation of current assets during the application and recertification process. Applicants and residents will be required to provide current statements for both checkings and savings accounts.

(v) Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to Opportunity Home to show why the asset income determination does not represent the family's anticipated asset income.

(b) ***Valuing Assets***

(i) The calculation of asset income sometimes requires Opportunity Home to make a distinction between an asset's market value and its cash value.

(A) The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).

(B) The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

(1) Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28 and PH Occ GB, p. 121].

(c) ***Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24)(viii) as updated for HOTMA; Notice PIH 2023-27]***

(i) The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

(ii) In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that

resulted in a member of the family becoming a family member with a disability are excluded from income.

(iii) Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

(iv) However, these amounts may count toward net family assets. Opportunity Home must consider any actual or imputed returns from assets as income at the next applicable income examination.

(A) Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a $10,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

See 6.1.H and 6.1.I for a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income.

(d) ***Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]***

(i) When net family assets are $5,000 or less, Opportunity Home will include in annual income the actual income anticipated to be derived from the assets.

(ii) When the family has net family assets in excess of $5,000, Opportunity Home will include in annual income the greater of:

(A) The actual income derived from the assets; or

(B) The imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by Opportunity Home.

(iii) Note: The HUD field office no longer provides an interest rate for imputed asset income. The “safe harbor” is now for Opportunity Home to establish a passbook rate within 0.75 percent of a national average.

(iv) Opportunity Home must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average.

(A) Opportunity Home sets the imputed asset passbook rate at 0.81.

(B) Opportunity Home will review the passbook rate annually.

(C) The rate will not be adjusted unless the current Opportunity Home rate is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

(D) Changes to the passbook rate will take effect on July 1 following annual review.

(e) ***Determining Actual Anticipated Income from Assets***

(i) It may or may not be necessary for Opportunity Home to use the value of an asset to compute the actual anticipated income from the asset.

(ii) When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account. However, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value.

(g) ***Jointly Owned Assets***

(i) The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

(A) If an asset is owned by more than one person and any family member has unrestricted access to the asset, Opportunity Home will count the full value of the asset.

(1) A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any of the other owners.

(B) If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, Opportunity Home will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, Opportunity Home will prorate the asset evenly among all owners.

(h) ***Assets Disposed of for Less than Fair Market Value [24 CFR 5.603(b)]***

(i) HUD regulations require Opportunity Home to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

(A) ***Minimum Threshold***

(1) Opportunity Home may set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

(2) Opportunity Home will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

(3) When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

(4) Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

(B) ***Separation or Divorce***

(1) The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

(2) All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration,

mediation, or court order.

(C) ***Foreclosure or Bankruptcy***

(1) Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

(2) *Family Declaration*

(a) Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

(b) Opportunity Home may verify the value of the assets disposed of if other information available to Opportunity Home does not appear to agree with the information reported by the family.

(3) **Types of Assets**

(a) ***Checking and Savings Accounts***

(i) For regular checking accounts and savings accounts, cash value has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

(A) In determining the value of a checking account, Opportunity Home will use the current balance.

(B) In determining the value of a savings account, Opportunity Home will use the current balance.

(C) In determining the anticipated income from an interest-bearing checking or savings account, Opportunity Home will multiply the value of the account by the current rate of interest paid on the account.

(b) ***ABLE Accounts [24 CFR 5.609(b)(10) as updated for HOTMA; Notice PIH 2019-09]***

(i) An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its

account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

(ii) Opportunity Home must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

(c) ***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds***

(i) Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested.

(ii) The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

(A) In determining the market value of an investment account, Opportunity Home will use the value of the account on the most recent investment report.

(B) How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), Opportunity Home will calculate asset income based on the earnings for the most recent reporting period.

(d) ***Equity in Real Property or Other Capital Investments***

(i) Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and less reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25 and PH, p. 121].

(A) In determining the equity, Opportunity Home will determine market value by examining recent sales of at least three properties in the surrounding or similar

neighborhood that possess comparable factors that affect market value.

(B) Opportunity Home will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, Opportunity Home will use the basic loan balance information to deduct from the market value in the equity calculation.

(ii) Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

(A) Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]

(B) Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6.1.F

(C) Interests in Indian Trust lands [24 CFR 5.603(b)]

(D) Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

(iii) Opportunity Home must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

(A) For the purposes of calculating expenses to convert to cash for real property, Opportunity Home will use ten percent of the market value of the home.

(iv) A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property.

(A) In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property.

(B) If the property generates no income, actual anticipated income from the asset will be zero.

(v) In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset.

(A) The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

(1) In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless Opportunity Home determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

(e) ***Trusts [24 CFR 5.609(b)(2) as updated for HOTMA]***

(i) A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

(ii) The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, revocable and irrevocable.

(iii) When the creator sets up an irrevocable trust, the creator has no access to the funds in the account. Typically, special needs trusts are considered irrevocable. Irrevocable trusts not under the control of any member of the family are excluded from net family assets. The value of the trust continues to be excluded from net family assets so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4) as updated for HOTMA].

(iv) Further, where an irrevocable trust is excluded from net family assets, Opportunity Home must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

(v) A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

(A) A revocable trust that is under the control of the family is included in net family assets when the grantor is a member of the assisted family. If a revocable trust is included in the calculation of net family assets, then the actual income earned by the revocable trust is also included in the

family's income. For example, interest earned or rental income if the property is held in the trust.

(B) A revocable trust that is not under the control of the family is excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee.

(vi) For both irrevocable and revocable trusts, if the value of the trust is not considered part of net family assets, then distributions from the trust are treated as follows:

(A) All distributions from the trust's principal are excluded from income.

(B) Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

(f) ***Retirement Accounts***

(i) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is excluded. For example, actual interest or dividend income is not counted as anticipated income from the account on the Form HUD-50058. When the PHA includes the value of the retirement account as assets on the Form HUD-50058, if the total cash value of the family's assets exceeds $5,000, imputed income will be calculated and included.

(A) In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, Opportunity Home must know whether the money is accessible before retirement [HCV GB, p. 5-26].

(B) While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

(C) After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate (For more on periodic payments, see section 6.1.H) The balance in the account is counted as an asset only if it remains accessible to the family member.

(D) IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

(g) ***Personal Property***

(i) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

(A) In determining the value of personal property held as an investment, Opportunity Home will use the family's estimate of the value. Opportunity Home may obtain an appraisal if there is reason to believe that the family's estimated value is off by $50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

(B) Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

(ii) Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

(A) Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

(h) ***Life Insurance***

(i) The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value.

(ii) If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6.1.M Welfare Assistance

(1) Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

(2) Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

Opportunity Home must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

(a) ***Covered Families***

The families covered by 24 CFR 5.615 are those "who receive welfare assistance or other public assistance benefits ('welfare benefits') from a State or other public agency ('welfare agency') under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance" [24 CFR 5.615(b)].

(b) ***Imputed Income***

(i) When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, Opportunity Home must include in annual income "imputed" welfare income.

(A) Opportunity Home must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits.

(B) The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

(ii) This requirement does not apply to reductions in welfare benefits:

(A) at the expiration of the lifetime or other time limit on the payment of welfare benefits,

(B) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or

(C) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

See Chapter 14 for special procedures related to grievance hearings based on Opportunity Home's denial of a family's request to lower rent when the family experiences a welfare benefit reduction.

(c) ***Offsets***

(i) The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6.1.N Periodic and Determinable Allowances [24 CFR 5.609(b)(7)]

(1) Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

(2) **Alimony and Child Support**

(a) Opportunity Home must count alimony or child support amounts awarded as part of a divorce or separation agreement.

(b) Opportunity Home will count court-awarded amounts for alimony and child support unless Opportunity Home verifies that

(i) the payments are not being made, and

(ii) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

(c) Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

6.2 Adjusted Income

6.2.A Introduction

(1) Overview

(a) HUD regulations requires Opportunity Home to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

(b) Mandatory deductions are found in 24 CFR 5.611.

> 5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity (PHA) must deduct the following amounts from annual income:
>
> (1) $480 for each dependent;
>
> (2) $400 for any elderly family or disabled family;
>
> (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
>
> (i) Unreimbursed health and medical care expenses of any elderly family or disabled family;
>
> (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
>
> (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further their education.

(c) This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7, Verifications.

(2) Anticipating Expenses

(a) Generally, Opportunity Home will use current circumstances to anticipate expenses.

(b) When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical

medical expenses), Opportunity Home will estimate costs based on historic data and known future costs.

(c) If a family has an accumulated debt for medical or disability assistance expenses, Opportunity Home will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. Opportunity Home may require the family to provide documentation of payments made in the preceding year.

6.2.B Dependent Deduction

(1) An allowance of $480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)].

(2) *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6.2.C Elderly or Disabled Family Deduction

(1) A single deduction of $400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)].

(2) An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and *a disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6.2.D Health and Medical Care Expenses Deduction [24 CFR 5.611(a)(3)(i) and 5.603(b) as updated for HOTMA]

(1) Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

(2) The health and medical care expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a health and medical care expense deduction, the medical expenses of all family members are counted [VG, p. 28].

(3) Definition of *Medical Expenses*

(a) HUD regulations define health and medical care expenses at 24 CFR 5.603(b) (as updated for HOTMA) to mean "any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed." Health and medical care expenses may be deducted from annual income only if they are eligible under this definition and not otherwise reimbursed.

(b) Although HUD revised the definition of health and medical care expenses to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting Opportunity Home to specifically align their policies to IRS Publication 502. Opportunity Home must review each expense to determine whether it is eligible in accordance with HUD's definition.

(c) While Opportunity Home policies may not specifically align with IRS Publication 502, HUD recommends Opportunity Home use it as a standard for determining allowable expenses, and Opportunity Home may list examples of allowable expenses in their policy provided they comply with HUD's definition at 24 CFR 5.603 as updated for HOTMA. Opportunity Home may not define health and medical care expenses more narrowly than the regulation.

(d) In accordance with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896), when requesting documentation to determine unreimbursed health and medical care expenses, the PHA may not request documentation beyond what is sufficient to determine anticipated health and medical care costs.

(d) The PHA will use the most current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses. However, under no circumstances will the PHA deduct any expenses listed in IRS Publication 502 that do not conform with HUD's definition of health and medical care expenses.

Summary of Allowable Medical Expenses from IRS Publication 502

- Services of medical professionals
- Surgery and medical procedures that are necessary, legal, noncosmetic
- Services of medical facilities
- Hospitalization, long-term care, and in-home nursing services
- Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor
- Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)
- Medicare Part B and Part D premiums

Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the PHA will consider whether health and medical care expenses claimed by the family are eligible under HUD's definition.

(4) Before placing health, medical, or disability expense bills and documentation in the tenant file, Opportunity Home will redact all personally identifiable information.

(5) If the information needs to be disposed of, Opportunity Home will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will Opportunity Home include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

(6) **Families that Qualify for Both Health and Medical Care and Disability Assistance Expenses**

(a) This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

(b) When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, Opportunity Home will consider them health and medical care expenses unless it

is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6.2.E Disability Assistance Expenses Deduction [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

(1) Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

(a) are necessary to enable a family member 18 years or older to work,

(b) are not paid to a family member or reimbursed by an outside source,

(c) in combination with any medical expenses, exceed three percent of annual income, and

(d) do not exceed the earned income received by the family member who is enabled to work.

(2) **Earned Income Limit on the Disability Assistance Expense Deduction**

(a) A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

(b) The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

(c) The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, Opportunity Home will consider factors such as

(i) how the work schedule of the relevant family members relates to the hours of care provided,

(ii) the time required for transportation,

(iii) the relationship of the family members to the person with disabilities, and

(iv) any special needs of the person with disabilities that might determine which family members are enabled to work.

(d) When Opportunity Home determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

(3) **Eligible Disability Expenses**

(a) Examples of auxiliary apparatus are provided in the PH Occupancy Guidebook as follows: "Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals" [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work [HCV GB, p. 5-30].

(b) HUD advises Opportunity Home to further define and describe auxiliary apparatus [VG, p. 30].

(c) ***Eligible Auxiliary Apparatus***

(i) Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible.

(ii) In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense.

(iii) The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

(d) ***Eligible Attendant Care***

(i) The family determines the type of attendant care that is appropriate for the person with disabilities.

(ii) Attendant care includes, but is not limited to, reasonable costs for

(A) home medical care,

(B) nursing services,

(C) in-home or center-based care services,

(D) interpreters for persons with hearing impairments, and

(E) readers for persons with visual disabilities.

(iii) Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time.

(iv) The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person

enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

(v) If the care attendant also provides other services to the family, Opportunity Home will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

(e) ***Payments to Family Members***

(i) No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are reimbursed by an outside source.

(4) **Necessary and Reasonable Expenses**

(a) The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work.

(b) The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

(c) Opportunity Home determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality.

(i) A family may present, and Opportunity Home will consider, the family's justification for costs that exceed typical costs in the area.

(5) **Families that Qualify for Both Medical and Disability Assistance Expenses**

(a) This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

(b) When expenses anticipated by a family could be defined as either medical or disability assistance expenses, Opportunity Home will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6.2.F Child Care Expense Deduction

(1) HUD defines *child care expenses* at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed.

(a) The amount deducted shall reflect reasonable charges for child care.

(b) In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

(2) Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26].

(3) However, child care expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses.

(4) **Qualifying for the Deduction**

(a) ***Determining who is Enabled to Pursue an Eligible Activity***

(i) The family must identify the family member(s) enabled to pursue an eligible activity.

(ii) The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

(iii) In evaluating the family's request, Opportunity Home will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

(b) ***Seeking Work***

(i) If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination.

(ii) The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by Opportunity Home.

(c) ***Furthering Education***

(i) If the child care expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program.

(ii) The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

(d) ***Being Gainfully Employed***

(i) If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

(5) **Earned Income Limit on Child Care Expense Deduction**

(a) When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].

(b) The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

(c) When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income.

(d) Opportunity Home must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

(e) When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, Opportunity Home generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

(6) **Eligible Child Care Expenses**

(a) The type of care to be provided is determined by the tenant family. Opportunity Home may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

(b) ***Allowable Child Care Activities***

(i) For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

(ii) The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

(iii) If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, Opportunity Home will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated.

(iv) Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

(c) ***Necessary and Reasonable Costs***

(i) Child care expenses will be considered necessary if:

(A) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and

(B) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

(ii) Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

(iii) For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

(iv) Opportunity Home defines reasonable and caps the child care expense deduction, as follows:

(A) 30 percent of the family's annual income; and

(B) the IRS dollar limit for child care expenses:

(1) up to $3,000 annually for one child and

(2) up to $6,000 annually for two or more children.

6.3 Calculating Rent

6.3.A Overview of Income-Based Rent Calculations

(1) The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by Opportunity Home.

(a) In accordance with MTW Activity "FY2027-1: Elimination of Negative Rent," Opportunity Home will apply the guidelines below for TTP calculations that result in a negative number (utility reimbursements), to be fully implemented as soon as system capabilities allow. Per MTW Activity "FY2027-1: Elimination of Negative Rent", Opportunity Home will follow the guidelines below for TTP calculations that result in a negative number (utility reimbursements):

(i) **For Non-Elderly/Non-Disabled Households:** The TTP and UA will be calculated as usual. If the calculation results in a negative rent(utility reimbursement), the reimbursement will not be issued.

(ii) **For Elderly/Disabled Households:** These households will continue to receive UAP reimbursements if their utility allowance exceeds their TTP, in accordance with standard HUD guidelines.

(b) Non-Elderly/Non-Disabled households may request a hardship exemption for utility reimbursements if one of the following criteria is met:

(i) The household is at imminent risk of utility shut-off for essential services (heat, water, electricity).

(ii) The household is at imminent risk of eviction due to an inability to cover the gap between the UA and actual costs during a period of zero income.

(iii) Loss of income that has lasted more than 30 days.

(c) If the household is determined eligible, Opportunity Home may pay the utility reimbursement to the family directly.

(2) **TTP Formula [24 CFR 5.628]**

(a) HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

(i) 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)

(ii) 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)

(iii) The welfare rent (in as-paid states only)

(iv) A minimum rent between $0 and $50 that is established by Opportunity Home

(b) Opportunity Home has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6.3.B.

(c) ***Welfare Rent [24 CFR 5.628]***

Welfare rent does not apply in this locality.

(d) ***Minimum Rent [24 CFR 5.630]***

The minimum rent for this locality is $50.

(3) **Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]**

(a) Opportunity Home has been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions.

(b) At the discretion of Opportunity Home, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

(c) Opportunity Homes minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to Opportunity Home designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

(d) The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

(e) Opportunity Home chooses not to adopt optional changes to income-based rents.

(4) Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]

(a) Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance).

(b) Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

(c) Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.

(d) Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities) [PH Occ GB, p. 135].

(e) Opportunity Home chooses not to use ceiling rents.

(5) Utility Reimbursement [24 CFR 960.253(c)(4)]

(a) Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits Opportunity Home to pay the reimbursement to the family or directly to the utility provider.

(b) Opportunity Home will make utility reimbursements to elderly and disabled households as defined by HUD regulations, in accordance with “FY2027-1: Elimination of Negative Rent".

(c) Opportunity Home may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is $45.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. Opportunity Home must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. Opportunity Home must issue reimbursements that exceed $45.00 per month on a monthly basis.

(d) Opportunity Home will issue all utility reimbursements monthly, if applicable.

6.3.B Financial Hardships Affecting Minimum Rent [24 CFR 5.630]

(1) Overview

(a) If Opportunity Home establishes a minimum rent greater than zero, Opportunity Home must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

(b) The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If Opportunity Home determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

(2) HUD-Defined Financial Hardship

Financial hardship includes the following situations:

(a) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

(b) The family would be evicted because it is unable to pay the minimum rent.

(c) Family income has decreased because of changed family circumstances, including the loss of employment.

(d) A death has occurred in the family.

(e) The family has experienced other circumstances determined by Opportunity Home.

(3) Implementation of Hardship Exemption

(a) ***Determination of Hardship***

(i) When a family requests a financial hardship exemption, Opportunity Home must suspend the minimum rent requirement beginning the first of the month following the family's request.

(ii) Opportunity Home then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

(A) Opportunity Home defines temporary hardship as a hardship expected to last 90 days or less.

(B) Long term hardship is defined as a hardship expected to last more than 90 days.

(iii) Opportunity Home may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

(iv) When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption
Assume Opportunity Home has established a minimum rent of $50

Family Share - No Hardship	Family Share - With Hardship
$0 30 percent of monthly adjusted income	$0 30 percent of monthly adjusted income
$15 10 percent of monthly gross income	$15 10 percent of monthly gross income
N/A Welfare rent	N/A Welfare rent
$50 Minimum rent	$50 Minimum rent
Minimum rent applies. TTP = $50	Hardship exemption granted. TTP = $15

(v) To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing.

(A) The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

(B) Opportunity Home will make the determination of hardship within 30 calendar days.

(b) ***No Financial Hardship***

(i) If Opportunity Home determines there is no financial hardship, Opportunity Home will reinstate the minimum rent and require the family to repay the amounts suspended.

See Chapter 14, Grievances and Appeals, for procedures pertaining to grievance hearing requests based on Opportunity Home's denial of a hardship exemption.

(A) Opportunity Home will require the family to repay the suspended amount within 30 calendar days of Opportunity Home's notice that a hardship exemption has not been granted.

(c) ***Temporary Hardship***

(i) If Opportunity Home determines that a qualifying financial hardship is temporary, Opportunity Home must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

(ii) The family must resume payment of the minimum rent and must repay Opportunity Home the amounts suspended. HUD requires Opportunity Home to offer a reasonable repayment agreement, on terms and conditions established by Opportunity Home. Opportunity Home also may determine that circumstances have changed and the hardship is now a long-term hardship.

See Chapter 14, Grievances and Appeals, for procedures pertaining to grievance hearing requests based on Opportunity Home's denial of a hardship exemption.

(i) Opportunity Home will enter into a repayment agreement in accordance with Opportunity Home's repayment agreement policy (see Chapter 16).

(d) ***Long-Term Hardship***

(i) If Opportunity Home determines that the financial hardship is long-term, Opportunity Home must exempt the family from the minimum rent requirement for so long as the hardship continues.

(ii) The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship.

(iii) When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

(iv) The hardship period ends when any of the following circumstances apply:

(A) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.

(B) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to

the amount lost. For example, if a hardship is approved because a family no longer receives a $60/month child support payment, the hardship will continue to exist until the family receives at least $60/month in income from another source or once again begins to receive the child support.

(C) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6.3.C Utility Allowances [24 CFR 965, Subpart E]

(1) Overview

(a) Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, Opportunity Home must use the utility allowance applicable to the type of dwelling unit leased by the family.

(b) For policies on establishing and updating utility allowances, see Chapter 16.

(2) Reasonable Accommodation [24 CFR 8]

(a) On request from a family, Opportunity Home must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

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

See Chapter 2 for policies related to reasonable accommodations.

(3) Utility Allowance Revisions [24 CFR 965.507]

(a) Opportunity Home must review its schedule of utility allowances each year. Between annual reviews, Opportunity Home must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p. 171].

(b) The tenant rent calculations must reflect any changes in Opportunity Home's utility allowance schedule [24 CFR 960.253(c)(3)].

(c) Unless Opportunity Home is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

6.3.D Prorated Rent for Mixed Families [24 CFR 5.520]

(1) HUD regulations prohibit assistance to ineligible family members. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Opportunity Home must prorate the assistance provided to a mixed family.

(2) Opportunity Home will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, Opportunity Home must:

(a) Subtract the TTP from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.

(b) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).

(c) Multiply the member maximum subsidy by the number of eligible family members.

(d) Subtract the subsidy calculated in the last step from the flat rent. This is the prorated TTP.

(e) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

(3) Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

(4) When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family.

6.3.E Flat Rents and Family Choice in Rents [24 CFR 960.253]

(1) **Flat Rents [24 CFR 960.253(b)]**

(a) The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

(b) Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

(c) Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

(2) **Family Choice in Rents [24 CFR 960.253(a) and (e)]**

(a) Once each year, Opportunity Home must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. Opportunity Home must document that flat rents were offered to families under the methods used to determine flat rents for Opportunity Home.

(i) Opportunity Home will offer a family the choice between flat and income-based rent upon admission and upon each subsequent triennial reexamination.

(b) Opportunity Home must provide sufficient information for families to make an informed choice. This information must include Opportunity Home's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option.

(c) However, if the family chose the flat rent for the previous year Opportunity Home is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

(3) **Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]**

(a) A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If Opportunity Home determines that a financial hardship exists, Opportunity Home must immediately allow the family to switch from flat rent to the income-based rent.

(i) Upon determination by Opportunity Home that a financial hardship exists, Opportunity Home will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

(b) Reasons for financial hardship include:

(i) The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance.

(ii) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items.

(iii) Such other situations determined by Opportunity Home to be appropriate.

(iv) Opportunity Home considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

(4) **Phasing in Flat Rents [Notice PIH 2017-23; 24 CFR 960.253(b)]**

(a) When new flat rents requirements were implemented in 2014, HUD limited the increase for existing residents paying flat rent at that time to no more than 35 percent of the current tenant rent per year. In some cases, this meant that some residents had or will have their flat rents phased-in at the time of their annual recertification.

(b) To do this, Opportunity Home conducts a flat rent impact analysis to determine whether a phase-in is or was necessary. For families whose flat rent is being phased-in, Opportunity Home must multiply the family's current rent amount by 1.35 and compare the result to the flat rent under Opportunity Home's policies. Families who have subsequently been admitted to the program or have subsequently selected flat rent will not experience a phase-in.

(c) Notice PIH 2017-23 requires that flat rents must be phased in at the full 35 percent per year. Opportunity Home does not have the option of phasing in flat rent increases at less than 35 percent per year.

Example

A family was paying a flat rent of $500 per month. At their annual recertification, Opportunity Home has increased the flat rent for their unit size to comply with the new requirements to $700. Opportunity Home conducted a flat rent impact analysis as follows:

$500 x 1.35 = $675

Since Opportunity Home's increased flat rent of $700 resulted in a rent increase of more than 35 percent, Opportunity Home offered the family the choice to pay either $675 per month or an income-based rent. The flat rent increase was phased in. At their next annual

recertification in November 2015, Opportunity Home will again multiply the family's current flat rent by 1.35 and compare the results to Opportunity Home's current flat rent.

(5) **Flat Rents and Earned Income Disallowance [A&O FAQs]**

(a) Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

(b) Under the EID original calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent as long as the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

(c) Under the EID revised calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent regardless of whether the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

Exhibit 6-1: Annual Income Inclusions

24 CFR 5.609

(a) *Annual income means all amounts, monetary or not, which:*

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) *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 the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(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. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. 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 family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts 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 monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are

included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31[1]; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section);

(9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

Hhs Definition of "Assistance"

45 CFR: General Temporary Assistance for Needy Families

260.31 What does the term “assistance” mean?

(a) (1) The term “assistance” includes cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and childcare provided to families who are not employed.

(b) [The definition of “assistance”] excludes:

(1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

Exhibit 6-2: Annual Income Exclusions

24 CFR 5.609(b) as updated for HOTMA

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets are less than or equal to the HUD-published threshold amount (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

1) The Federal government;

(2) A State, Tribe, or local government;

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)€ of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph

(b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) 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.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

Exhibit 6-3: Treatment of Family Assets

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

Exhibit 6-4: Earned Income Disallowance

24 CFR 960.255 Self-sufficiency incentive–Disallowance of increase in annual income.

(a) *Definitions*. The following definitions apply for purposes of this section.

Baseline income. The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person who is a member of a qualified family.

Disallowance. Exclusion from annual income.

Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family. A family residing in public housing:

(1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;

(2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by Opportunity Home in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

(b) *Disallowance of increase in annual income*.

(1) *Initial twelve month exclusion*. During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, Opportunity Home must exclude from the annual income (as defined in § 5.609 of this title) of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

(2) *Phase-in of rent increase*. Upon the expiration of the 12-month period defined in paragraph (b)(1) of this section and for the subsequent 12-month period, Opportunity Home must exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

(3) *Maximum two-year disallowance*. The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance under paragraph (b)(1) of this section and a maximum of 12 months for disallowance under paragraph (b)(2) of this section, during the 24-month period starting from the initial exclusion under paragraph (b)(1) of this section.

(4) Effect of changes on currently participating families. Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by this section in effect as it existed immediately prior to that date.

(c) *Inapplicability to admission*. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

(d) *Individual Savings Accounts*. As an alternative to the disallowance of increases in income as a result of employment described in paragraph (b) of this section, a PHA may choose to provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:

(1) Opportunity Home must advise the family that the savings account option is available;

(2) At the option of the family, Opportunity Home must deposit in the savings account the total amount that would have been included in tenant rent payable to Opportunity Home as a result of increased income that is disallowed in accordance with paragraph (b) of this section;

(3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

(i) Purchasing a home;

(ii) Paying education costs of family members;

(iii) Moving out of public or assisted housing; or

(iv) Paying any other expense authorized by Opportunity Home for the purpose of promoting the economic self-sufficiency of residents of public housing;

(4) Opportunity Home must maintain the account in an interest bearing investment and must credit the family with the net interest income, and Opportunity Home may not charge a fee for maintaining the account;

(5) At least annually Opportunity Home must provide the family with a report on the status of the account; and

(6) If the family moves out of public housing, Opportunity Home shall pay the tenant any balance in the account, minus any amounts owed to Opportunity Home.

Exhibit 6-5: The Effect of Welfare Benefit Reduction

24 CFR 5.615 Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to Opportunity Home by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of Opportunity Home, the welfare agency will inform Opportunity Home in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform Opportunity Home of any subsequent changes in the term or amount of such specified welfare benefit reduction. Opportunity Home will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at Opportunity Home's interim or regular reexamination of family income and composition, during the term of the

welfare benefits reduction (as specified in information provided to Opportunity Home by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) Opportunity Home may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

(1) Public housing. If a public housing tenant claims that Opportunity Home has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if Opportunity Home denies the family's request to modify such amount, Opportunity Home shall give the tenant written notice of such denial, with a brief explanation of the basis for Opportunity Home's determination of the amount of imputed welfare income. Opportunity Home's notice shall also state that if the tenant does not agree with Opportunity Home's determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review Opportunity Home's determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on Opportunity Home's determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review Opportunity Home's determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if Opportunity Home denies the family's request to modify such amount, Opportunity Home shall give the family written notice of such denial, with a brief explanation of the basis for Opportunity Home's determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with Opportunity Home's determination, the family may request an informal hearing on the determination under Opportunity Home's hearing procedure.

(e) PHA relation with welfare agency.

(1) Opportunity Home must ask welfare agencies to inform Opportunity Home of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives Opportunity Home written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) Opportunity Home is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to Opportunity Home. However, Opportunity Home is not responsible for determining whether a reduction of

welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. Opportunity Home shall be entitled to rely on the welfare agency notice to Opportunity Home of the welfare agency's determination of a specified welfare benefits reduction.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 7

VERIFICATION

Chapter 7: Verification

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2018-18, Notice PIH 2018-24]

Opportunity Home must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. Opportunity Home must not pass on any cost of verification to the family.

Opportunity Home will follow the verification guidance provided by HUD in Notice PIH 2018-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary Opportunity Home policies.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by Opportunity Home.

PART 1: General Verification Requirements

This part contains HUD's verification requirements.

PART 2: Verifying Family Information

This part provides more detailed requirements related to family information.

PART 3: Verifying Income and Assets

This part provides more information on income and assets.

PART 4: Verifying Mandatory Deductions

This part provides more information on verification requirements for deductions.

7.1 General Verification Requirements

7.1.A Family Consent to Release of Information [24 CFR 960.259, 24 CFR 5.230, Notice PIH 2023-27; and HOTMAquestions@HUD.gov response 9/15/25]

(1) The family must supply any information that Opportunity Home or HUD determines is necessary to the administration of the program and must consent to Opportunity Home verification of that information [24 CFR 960.259(a)(1)].

(2) In addition, if a PHA chooses to distribute EIV reports via mail, email, or other methods, they must ensure compliance with the Federal Privacy Act.

(3) **Consent Forms**

(a) All adult applicants and participants sign form HUD-9886-A, Authorization for Release of Information. All adult family members (and the head and spouse/cohead, regardless of age) are required to sign the Form HUD-9886-A at admission.

(b) The purpose of form HUD-9886-A is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form.

(b) HUD and Opportunity Home may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members.

(c) Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

(d) Opportunity Home may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever Opportunity Home determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

(e) The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

(f) Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886-A be signed only once. On or after January 1, 2024 (regardless of the Opportunity Home's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886-A at their next interim or annual reexamination.

(g) This form will only be signed once and will remain effective until the family is denied assistance, assistance is terminated, or the family

provides written notification to Opportunity Home to revoke consent. Another Form HUD-9886-A will not be submitted to Opportunity Home except under the following circumstances:

(i) When any person 18 years or older becomes a member of the family;

(ii) When a current member of the family turns 18; or

(iii) As required by HUD or the PHA in administrative instructions.

(h) Opportunity Home has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

(i) Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886-A at the family's next annual or interim reexamination, whichever is earlier.

(4) Penalties for Failing to Consent [24 CFR 5.232]

(a) If any family member who is required to sign a consent form fails to do so, Opportunity Home will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with Opportunity Home's grievance procedures.

(b) However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

(i) Opportunity Home has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with Opportunity Home policy.

(ii) In order for a family to revoke their consent, the family must provide written notice to Opportunity Home.

(iii) Within 10 business days of the date the family provides written notice, Opportunity Home will send the family a notice acknowledging receipt of the request and explaining that

revocation of consent will result in denial or termination of assistance, as applicable. At the same time, Opportunity Home will notify their local HUD office

(5) The purpose of form HUD-9886-A is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). The PHA must also develop its own release forms to cover all other information not covered by the form HUD-9886-A.

(6) The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

(7) The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

7.1.B Overview of Verification Requirements

(1) **HUD's Verification Hierarchy [Notice PIH 2018-18]**

(a) HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used.

(b) In general, HUD requires Opportunity Home to use the most reliable form of verification that is available and to document the reasons when Opportunity Home uses a lesser form of verification.

(2) In order of priority, the forms of verification that Opportunity Home will use are:

(a) Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system

(b) Up-front Income Verification (UIV) using a non-HUD system

(c) Written Third Party Verification (may be provided by applicant or resident)

(d) Written Third-Party Verification Form

(e) Oral Third-Party Verification

(f) Self-Certification

(g) If documents provided by MTW participants are insufficient or appear altered, Opportunity Home will seek oral third-party verification, rather than mailing out the written third-party verification form. This provision does not apply to the verification of expenses.

(3) Each of the verification methods is discussed in subsequent sections below.

(4) **Requirements for Acceptable Documents**

(a) Opportunity Home may accept clear and legible photos or digital scans of original documents, except when required by HUD to accept the original only.

(i) Opportunity Home may at any time request the original document for verification.

(b) Any documents used for verification must be dated within 90 days for applicants and 180 days for residents. The documents must not be damaged, altered or in any way illegible.

(c) Printouts from web pages are considered original documents.

(d) Opportunity Home staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

(e) The self-certification must be made in a format acceptable to Opportunity Home and must be signed by the family member whose information or status is being verified.

(f) Self-certifications include, but are not limited to signed, notarized statements; signed, unsworn penalty of perjury statements; or a signed Public Housing Application or Recertification Application.

(5) **File Documentation**

(a) Opportunity Home must document in the file how the figures used in income and rent calculations were determined.

(b) All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that Opportunity Home has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

(c) Opportunity Home will document in the family file the following:

(i) Reported family annual income

(ii) Value of assets

(iii) Expenses related to deductions from annual income

(iv) Other factors influencing the adjusted income or income-based rent determination

(d) When Opportunity Home is unable to obtain third-party verification, Opportunity Home will document in the family file the reason that third-party verification was not available [24 CFR 960.259(c)(1); Notice PIH 2018-18].

7.1.C Up-Front Income Verification (UIV)

(1) Up-front income verification (UIV) refers to Opportunity Home's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to Opportunity Home.

(2) There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until Opportunity Home has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through Opportunity Home's informal review/hearing processes. See Chapter 6 for the PHA's policy on the use of UIV/EIV to project annual income.

(3) **Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)**

(a) Opportunity Home must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.

(b) ***EIV Income and IVT Reports***

(i) The data shown on income and income validation tool (IVT) reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

(ii) Opportunity Home will obtain income and IVT reports for all annual and interim reexaminations.

(iii) Income and IVT reports will be compared to family-provided information as part of the annual reexamination process.

(iv) Income reports may be used in the calculation of annual income as described in Chapter 6.1.C.

(v) Income reports may also be used to meet the regulatory requirement for third party verification as described above.

(vi) Policies for resolving discrepancies between income and IVT reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

(vii) Income and IVT reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

(viii) Income and IVT reports will be retained in resident files with the applicable annual or interim reexamination documents.

(ix) When Opportunity Home determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

(4) **EIV Income Validation Tool (IVT)**

(a) The IVT is a report used to identify tenant unreported or underreported income information during interim and regular reexaminations.

(i) Data in the IVT represents income for past reporting periods and is updated monthly and provides a comparison between tenant reported income and income information previously reported on the form HUD-50058.

(ii) EIV may identify income discrepancies for families who have not concealed or under-reported income, for example, if a family member lost a job or a new family member was added to the household.

(iii) Income discrepancies may be identified through use of the "Income Validation Tool" tab in EIV.

(b) Opportunity Home will verify each family using the Income Validation Tool in EIV at each annual reexamination.

(c) When it appears that a family may have concealed or under-reported income, Opportunity Home will request third-party written verification of the income in question.

(d) When Opportunity Home determines through an audit review and/or third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

(e) ***EIV Identity Verification***

(i) The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth.

(ii) Opportunity Home is required to use EIV's Identity Verification Report on a monthly basis to improve the availability of income information in EIV [Notice PIH 2018-24].

(iii) When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

(iv) Opportunity Home will identify residents whose identity verification has failed by reviewing EIV's Identity Verification Report on a monthly basis. Opportunity Home will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the tenant.

(v) When Opportunity Home determines that discrepancies exist as a result of Opportunity Home errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

(5) **Upfront Income Verification Using Non-HUD Systems (Optional)**

(a) In addition to mandatory use of the EIV system, HUD encourages Opportunity Home to utilize other upfront verification sources.

(b) Opportunity Home will use the following UIV resources during the admission and reexamination process:

(i) The Work Number;

(ii) Texas Office of the Attorney General - Child Support Verification Portal; and

(iii) Other UIV systems employed by Opportunity Home, as

applicable.

7.1.D Third-Party Written and Oral Verification

(1) HUD's current verification hierarchy defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to Opportunity Home by the family.

(2) If written third-party verification is not available, Opportunity Home must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

(3) **Reasonable Effort and Timing**

(a) Unless third-party verification is not required as described below, HUD requires Opportunity Home to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

(4) **Written Third-Party Verification [Notice PIH 2018-18]**

(a) Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

(b) Examples of acceptable tenant-provided documents include, but are not limited to:

(i) Pay stubs,

(ii) Payroll summary reports,

(iii) Employer notice or letters of hire and termination,

(iv) SSA benefit verification letters,

(v) Bank statements,

(vi) Child support payment stubs,

(vii) Welfare benefit letters and/or printouts, and

(viii) Unemployment monetary benefit notices.

(c) Opportunity Home is required to obtain, at minimum, two current and consecutive pay stubs for determining annual income from wages.

(d) Opportunity Home may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

(i) Opportunity Home will make every effort to obtain the four current and consecutive pay stubs that reflect income received by the family, dated within the last 90 days for applicants and 120 days for participants.

(ii) Documents accepted at the eligibility appointment will be valid for 180 days in an effort to sustain eligibility pools.

(5) Written Third-Party Verification Form

(a) When upfront verification is not available and the family is unable to provide written third-party documents, Opportunity Home must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

(b) Opportunity Home may mail, fax, or email third-party written verification form requests to third-party sources.

(i) Opportunity Home will send third-party verification forms directly to the third party.

(ii) Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by Opportunity Home.

(iii) If documents provided by MTW participants are insufficient or appear altered, Opportunity Home will seek oral third-party verification, rather than mailing out the written third-party verification form. This provision does not apply to the verification of expenses.

(6) Oral Third-Party Verification [Notice PIH 2018-18]

(a) For third-party oral verification, Opportunity Home contacts sources, identified by UIV techniques or by the family, by telephone or in person.

(b) Oral third-party verification is mandatory if neither form of written third-party verification is available.

(c) Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time (e.g., 10 business days).

(d) Opportunity Home should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

(i) In collecting third-party oral verification, Opportunity Home staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

(ii) When any source responds verbally to the initial written request for verification Opportunity Home will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

(7) **When Third-Party Verification is Not Required [Notice PIH 2018-18]**

(a) Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

(i) If the family cannot provide original documents, Opportunity Home will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

(ii) The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

(b) ***Primary Documents***

(i) Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

(c) ***Imputed Assets***

(i) Opportunity Home may accept a self-certification from the family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

(ii) Opportunity Home will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

(d) ***Value of Assets and Asset Income [24 CFR 960.259]***

(i) For families with net assets totaling $5,000 or less, Opportunity Home may accept the family's declaration of asset value and anticipated asset income. However, Opportunity Home is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.

(ii) For families with net assets totaling $5,000 or less, Opportunity Home will use current third-party documentation for assets as part of the intake process, whenever a family member is added, and during each recertification.

(iii) Opportunity Home will accept the family's self-certification of the value of family assets and anticipated asset income for net assets totaling $25,000 or less.

(iv) Third-party verification is still required for assets totaling a value more than $25,000.

7.1.E Self-Certification

(1) When HUD requires third-party verification, self-certification, or "tenant declaration," is used as a last resort when Opportunity Home is unable to obtain third-party verification.

(2) Self-certification, however, is an acceptable form of verification when:

(a) A source of income is fully excluded;

(b) Net family assets total $5,000 or less and Opportunity Home has adopted a policy to accept self certification at annual recertification, when applicable; and

(c) Opportunity Home has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 9).

(3) When Opportunity Home was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family's file must be documented to explain why third-party verification was not available.

(a) When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to Opportunity Home.

(b) Opportunity Home may require a family to certify that a family member does not receive a particular type of income or benefit.

(c) The self-certification must be made in a format acceptable to Opportunity Home, including but not limited to signed, notarized statements, a signed Public Housing Application, or a Recertification Application.

7.2 Verifying Family Information

7.2.A Verification of Legal Identity

(1) Opportunity Home will require families to furnish verification of legal identity for each household member.

(2) Verification of legal identity for adults must include one of the following:

- (a) Certificate of birth;
- (b) Church issued baptismal certificate;
- (c) Current, valid driver's license or Department of Motor Vehicle identification card;
- (d) U.S. military discharge (DD 214); or
- (e) Current U.S. passport.

(3) Verification of legal identity for children must include one of the following:

- (a) Certificate of birth;
- (b) Adoption papers;
- (c) Custody agreement;
- (d) Health and Human Services ID; or
- (e) Certified school records.

(4) If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of the above documents may be required.

7.2.B Social Security Numbers [24 CFR 5.216 and Notice PIH 2018-24]

(1) The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

(2) Opportunity Home must accept the following documentation as acceptable evidence of the social security number:

- (a) An original SSN card issued by the Social Security Administration (SSA)
- (b) An original SSA-issued document, which contains the name and SSN of the individual
- (c) An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

(3) While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available [Notice PIH 2023-27].

(4) If the tenant's SSN is verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, the PHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name and SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

(5) Opportunity Home may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

(a) Opportunity Home will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to Opportunity Home within 90 days.

(6) If an applicant family includes a child under six years of age who joined the household within the six months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if Opportunity Home determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

(a) Opportunity Home will grant one additional 90-day extension if needed for reasons beyond the applicant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

(7) When a resident requests to add a new household member who is at least six years of age, or who is under the age of six and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. Opportunity Home may not add the new household member until such documentation is provided.

(8) When a resident requests to add a new household member who is under the age of six and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if Opportunity Home determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period Opportunity Home is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

(a) Opportunity Home will grant one additional 90-day extension if needed for reasons beyond the applicant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

(9) Social security numbers must be verified only once during continuously-assisted occupancy.

(a) Opportunity Home will verify each disclosed SSN by:

(i) Obtaining documentation from applicants and residents that is acceptable as evidence of social security numbers

(ii) Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

(10) Once the individual's verification status is classified as "verified," Opportunity Home may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

(a) Opportunity Home will retain in the file a copy of the documentation accepted as evidence of social security numbers in accordance with the Record Retention Policy in Chapter 16.

7.2.C Documentation of Age

(1) A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

(a) If an official record of birth or evidence of social security retirement benefits cannot be provided, Opportunity Home will require the family

to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

(2) Age must be verified only once during continuously-assisted occupancy.

7.2.D Family Relationships

(1) Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

(a) Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance.

(b) In addition to the requirements below, the following verifications will be required when applicable:

(i) Verification of relationship:

(A) Official identification showing names

(B) Birth certificates

(C) Baptismal certificates

(ii) Verification of guardianship:

(A) Power of Attorney (POA)

(1) The POA must be sealed or notarized, include the care and custody of the child, and identify the child by name.

(B) Court-ordered assignment.

(2) **Marriage**

(a) Certification by the head of household is normally sufficient verification. If Opportunity Home has reasonable doubts about a marital relationship, Opportunity Home will require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

(b) In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

(3) **Separation or Divorce**

(a) Certification by the head of household is normally sufficient verification. If Opportunity Home has reasonable doubts about a divorce or separation, Opportunity Home will require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

(b) If no court document is available, documentation from a community-based agency will be accepted.

(4) **Absence of Adult Member**

(a) If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

(5) **Foster Children and Foster Adults**

(a) Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7.2.E Verification of Student Status

(1) Opportunity Home requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

(a) The family claims full-time student status for an adult other than the head, spouse, or cohead; or

(b) The family claims a child care deduction to enable a family member to further his or her education.

7.2.F Documentation of Disability

(1) Opportunity Home must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

(a) Opportunity Home is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)].

(b) Opportunity Home may not inquire about a person's diagnosis or details of treatment for a disability or medical condition.

(c) If Opportunity Home receives a verification document that provides such information, Opportunity Home will not place this information in the tenant file. Under no circumstances will Opportunity Home request a resident's medical record(s).

(d) For more information on health care privacy laws, see the Department of Health and Human Services' Website at www.os.dhhs.gov.

(2) Opportunity Home may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

(a) Inquiry into an applicant's ability to meet the requirements of ownership or tenancy.

(b) Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability.

(c) Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance.

(d) Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

(3) **Family Members Receiving SSA Disability Benefits**

(a) Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

(b) For family members claiming disability who receive disability payments from the SSA, Opportunity Home will attempt to obtain information about disability benefits through HUD's Enterprise Income Verification (EIV) system.

(c) If documentation is not available through HUD's EIV system, Opportunity Home will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

(d) If a family member is unable to provide the document, Opportunity Home will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from www.ssa.gov.

(e) Once the family receives the benefit verification letter, it will be required to provide the letter to Opportunity Home.

(4) **Family Members Not Receiving SSA Disability Benefits**

(a) Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

(b) For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

(c) See the Eligibility chapter for the HUD definition of disability.

(d) The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7.2.G Citizenship or Eligible Immigration Status [24 CFR 5.508]

(1) **Overview**

(a) Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants.

(b) Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons.

(c) See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and Opportunity Home verification requirements related to citizenship status.

(d) The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

(2) **U.S. Citizens and Nationals**

(a) HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

(b) Opportunity Home may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation. HUD strongly encourages PHAs to require that families provide proof of citizenship by such means as

birth certificates, naturalization certificates, passports, or other documentation [HUD Secretary Letter 12/16/25].

(3) **Eligible Immigrants**

(a) ***Documents Required***

(i) All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

(ii) The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

(b) ***Opportunity Home Verification [HCV GB, pp 5-3 and 5-7; HUD Secretary Letter 12/16/25]***

(i) Family members aged 62 or older who claim to be eligible immigrants must provide supporting documentation of their immigration status and sign a verification consent form. Supporting documentation consists of documentation accepted by the U.S. Citizenship and Immigration Services (USCIS)—for example, a Form I-551 U.S. Permanent Resident Card.

(ii) The PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The primary method for verifying eligible immigration status is USCIS's automated system, Systematic Alien Verification for Entitlements (SAVE). The PHA must determine whether the applicant's status makes them eligible for assistance consistent with Section 214. Exhibit 7-2 at the end of this chapter provides information on eligibility for HUD assistance.

(iii) Where applicable, the PHA must retain documentation of SAVE verification in tenant files. If SAVE cannot confirm an individual's eligible immigration status, or if the response in SAVE verifies an immigration status that is not eligible for assistance, then the PHA must submit a request for secondary or additional verification to USCIS within 10 days of receiving the initial results. The PHA must scan and upload information to USCIS as needed or required to obtain a verification response.

(iv) If the secondary or additional verification fails, the PHA must notify the family and inform them of their right to file an appeal with USCIS. If the family wishes to exercise their right to file an appeal with USCIS, they must submit a written request to USCIS within

30 days of the notification. USCIS will render a decision to the family and forward a copy to the PHA.

(v) Assistance must be denied when primary and secondary verification do not verify eligible immigration status and the family does not pursue a USCIS appeal or informal hearing rights, or decisions are rendered against the family through a USCIS appeal or informal hearing.

(vi) The PHA must not delay, deny, reduce, or terminate assistance because of a delay in the process of determining eligible status, unless the family causes the delay. While the PHA may not admit any individual prior to receiving required documentation, the PHA may elect to provide prorated assistance to the family prior to completing the verification process.

(vii) Family members who do not sign a declaration of their status or provide the required supporting documentation will be considered ineligible for housing assistance. The head of household must sign a statement listing all family members who do not claim to be citizens, nationals, or eligible immigrants, or whose status cannot be confirmed [HUD Secretary Letter 12/16/25].

7.2.H Verification of Preference Status

(1) Opportunity Home must verify any preferences claimed by an applicant that determined his or her placement on the waiting list.

7.3 Verifying Income and Assets

Chapter 6, Part I of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides Opportunity Home policies that supplement the general verification procedures specified in Part I of this chapter.

7.3.A Earned Income

(1) Tips

(a) Unless tip income is included in a family member's tenant-provided document, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

(2) Wages

(a) For wages other than tips, the family must provide originals of the three most current, consecutive pay stubs.

7.3.B Business and Self Employment Income

(1) Business owners and self-employed persons will be required to provide:

(a) An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify its accuracy.

(b) All schedules completed for filing federal and local taxes in the preceding year.

(c) If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

(2) Opportunity Home will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify its accuracy at all future reexaminations.

(3) At any reexamination Opportunity Home may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

(4) If a family member has been self-employed less than three months, Opportunity Home will accept the family member's certified estimate of

income and schedule an interim reexamination in three months. If the family member has been self-employed for 3 to 12 months, Opportunity Home will require the family to provide documentation of income and expenses for this period and use that information to project income.

7.3.C Periodic Payments and Payments in Lieu of Earnings

(1) For policies governing streamlined income determinations for fixed sources of income, please see Chapter 9.

(2) **Social Security/SSI Benefits**

(a) To verify the SS/SSI benefits of applicants, Opportunity Home will request a current (dated within the last 60 days) SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, Opportunity Home will help the applicant request a benefit verification letter from SSA's website at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the original benefit verification letter, it will be required to provide the letter to Opportunity Home.

(b) To verify the SS/SSI benefits of residents, Opportunity Home will obtain information about social security/SSI benefits through HUD's EIV system, and confirm with the resident(s) that the current listed benefit amount is correct. If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, Opportunity Home will request a current SSA benefit verification letter from each family member that receives social security benefits. If a family member is unable to provide the document, Opportunity Home will help the resident request a benefit verification letter from SSA's website at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to Opportunity Home.

7.3.D Alimony or Child Support

The methods Opportunity Home will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

(1) If the family declares that it receives regular payments, verification will be obtained in the following order of priority:

(a) Copies of the receipts and/or payment stubs for the 60 days prior to Opportunity Home request.

(b) Third-party verification form from the state or local child support enforcement agency.

(c) Third-party verification form from the person paying the support.

(d) Family's self-certification of the amount received.

(2) If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

(a) A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.

(b) If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

(3) **Note:** Families are not required to undertake independent enforcement action.

7.3.E Assets and Income from Assets

Assets Disposed of for Less than Fair Market Value

(1) The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years.

(2) Opportunity Home needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

(3) Opportunity Home will verify the value of assets disposed of only if:

(a) Opportunity Home does not already have a reasonable estimation of its value from previously collected information, or

(b) The amount reported by the family in the certification appears.

Example 1

An elderly resident reported a $10,000 certificate of deposit at the last annual reexamination and Opportunity Home verified this amount. Now the person reports that she has given this $10,000 to her son. Opportunity Home has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2

A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately $5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, Opportunity Home will verify the value of this asset.

7.3.F Net Income from Rental Property

The family must provide:

(1) A current executed lease for the property that shows the rental amount or certification from the current tenant

(2) A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, Opportunity Home will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including:

(a) Tax statements;

(b) Insurance invoices;

(c) Bills for reasonable maintenance and utilities; and

(d) Bank statements or amortization schedules showing monthly interest expense.

7.3.G Retirement Accounts

(1) Opportunity Home will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

(2) The type of original document that will be accepted depends upon the family member's retirement status.

(a) ***Before Retirement***

Opportunity Home will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than six months from the effective date of the examination.

(b) ***Upon Retirement***

Opportunity Home will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

(c) ***After Retirement***

Opportunity Home will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7.3.H Income from Excluded Sources

(1) A detailed discussion of excluded income is provided in Chapter 6, Part I.

(2) HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

(3) For fully excluded income, Opportunity Home is not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

(4) Opportunity Home may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, Opportunity Home has the option of requiring additional verification.

(5) For partially excluded income, Opportunity Home is required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance).

(a) Opportunity Home will accept the family's self-certification as verification of fully excluded income.

(b) Opportunity Home will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7.3.I Zero Annual Income Status

(1) Opportunity Home has the discretion to establish reasonable procedures to manage the risk of unreported income, such as asking families to complete a zero-income worksheet at admission or periodically after admission to determine if they have any sources of unreported income or searching any UIV sources for unreported income.

(2) In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR 5.609(b)(24)(vi)].

(3) PHAs may accept a self-certification of zero income from the family without taking any additional steps to verify zero reported income. HUD does not require such self-certifications be notarized.

(4) PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

(5) Opportunity Home will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

(6) Families who report zero income will be required to complete a family expense summary. Opportunity Home will conduct interims in accordance with PHA policy in Chapter 11.

7.3.J Student Financial Assistance [24 CFR 5.609(b)(9)]

(1) The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

(2) Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions are included [24 CFR 5.609(b)(9)(ii)].

(a) Opportunity Home will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by

any other person or entity providing such assistance, as reported by the student.

(b) In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, Opportunity Home will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

(c) If Opportunity Home is unable to obtain third-party written verification of the requested information, Opportunity Home will pursue other forms of verification following the verification hierarchy in Section 7.1.B.

7.4 Verifying Mandatory Deductions

7.4.A Dependent and Elderly/Disabled Household Deductions

(1) The dependent and elderly/disabled family deductions require only that Opportunity Home verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

(2) **Dependent Deduction**

(a) Opportunity Home will verify that:

(i) Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child.

(ii) Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student.

See 6.2.B for a full discussion of this deduction.

(3) **Elderly/Disabled Family Deduction**

(a) See the Eligibility chapter for a definition of elderly and disabled families and 6.2.C for a discussion of the deduction.

(b) Opportunity Home will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7.4.B Health and Medical Care Expense Deductions

(1) Policies related to medical expenses are found in 6.2.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

(2) **Amount of Expense**

(a) Medical expenses will be verified through:

(i) Written third-party documents provided by the family, such as pharmacy printouts or receipts.

(ii) Opportunity Home will make a best effort to determine what expenses from the past are likely to continue to occur in the future. Opportunity Home will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

(iii) Written third-party verification forms, if the family is unable to provide acceptable documentation.

(iv) If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

(b) In addition, Opportunity Home must verify that:

(i) The household is eligible for the deduction.

(ii) The costs to be deducted are qualified medical expenses.

(iii) The expenses are not paid for or reimbursed by any other source.

(iv) Costs incurred in past years are counted only once.

(3) **Eligible Household**

(a) The health and medical care expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities.

(b) Opportunity Home will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in 7.4.A of this plan.

(4) **Qualified Expenses**

(a) To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

(b) See 6.2.D for Opportunity Home's policy on what counts as a medical expense.

(5) **Unreimbursed Expenses**

(a) To be eligible for the health and medical care expenses deduction, the costs must not be reimbursed by another source.

(b) The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

(c) If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

(6) **Expenses Incurred in Past Years**

(a) When anticipated costs are related to on-going payment of medical bills incurred in past years, Opportunity Home will verify:

(i) The anticipated repayment schedule;

(ii) The amounts paid in the past; and

(iii) Whether the amounts to be repaid have been deducted from the family's annual income in past years.

7.4.C Disability Assistance Expenses

(1) Policies related to disability assistance expenses are found in 6.2.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

(2) **Amount of Expense**

(a) ***Attendant Care***

(i) Opportunity Home will accept written third-party documents provided by the family.

(ii) If family-provided documents are not available, Opportunity Home will provide a third-party verification form directly to the care provider requesting the needed information.

(iii) Expenses for attendant care will be verified through:

(A) Written third-party documents provided by the family, such as receipts or canceled checks.

(B) Third-party verification form signed by the provider, if family-provided documents are not available.

(C) If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

(b) ***Auxiliary Apparatus***

(i) Expenses for auxiliary apparatus will be verified through:

(A) Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

(B) Third-party verification form signed by the provider, if family-provided documents are not available.

(C) If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

(ii) In addition, Opportunity Home must verify that:

(A) The family member for whom the expense is incurred is a person with disabilities (as described in 7.2.F above).

(B) The expense permits a family member, or members, to work (as described in 6.2.E).

(C) The expense is not reimbursed from another source (as described in 6.2.E).

(3) **Family Member is a Person with Disabilities**

(a) To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities.

(b) Opportunity Home will verify that the expense is incurred for a person with disabilities (See 7.2.F).

(4) **Family Member(s) Permitted to Work**

(a) Opportunity Home must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

(i) Opportunity Home will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6.2.E). This documentation may be provided by the family.

(ii) If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

(5) **Unreimbursed Expenses**

(a) To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

(i) The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7.4.D Child Care Expenses

(1) Policies related to child care expenses are found in 6.2.F. The amount of the deduction will be verified following the standard verification procedures described in Part I.

(2) In addition, Opportunity Home must verify that:

(a) The child is eligible for care (12 or younger);

(b) The costs claimed are not reimbursed;

(c) he costs enable a family member to work, actively seek work, or further their education;

(d) The costs are for an allowable type of child care; and

(e) The costs are reasonable.

(3) **Eligible Child**

(a) To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13.

(b) Opportunity Home will verify that the child being cared for (including foster children) is under the age of 13 (See 7.2.C).

(4) **Unreimbursed Expenses**

(a) To be eligible for the child care deduction, the costs must not be reimbursed by another source.

(b) The family and the care provider will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

(5) **Pursuing an Eligible Activity**

(a) Opportunity Home must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

(i) *Information to be Gathered*

(A) Opportunity Home will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

(ii) *Seeking Work*

(A) Whenever possible Opportunity Home will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases Opportunity Home will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to Opportunity Home any reports provided to the other agency.

(C) In the event third-party verification is not available, Opportunity Home will provide the family with a form on which the family member must record job search efforts. Opportunity Home will review this information at each subsequent reexamination for which this deduction is claimed.

(iii) *Furthering Education*

(A) Opportunity Home will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

(iv) *Gainful Employment*

(A) Opportunity Home will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

(6) **Allowable Type of Child Care**

(a) The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

(b) Opportunity Home will verify that the type of child care selected by the family is allowable, as described in 6.2.F.

(c) Opportunity Home will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

(d) Opportunity Home will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

(7) **Reasonableness of Expenses**

(a) Only reasonable child care costs can be deducted.

(b) Opportunity Home defines "reasonable" in 6.2.F(6)(c).

Exhibit 7-1: Excerpt from HUD Verification Guidance Notice (PIH 2018-18, pp. 4)

Level	Verification Technique	Ranking
6	**Upfront Income Verification UIV),** using HUD's Enterprise Income Verification (EIV) system and the **Income Validation Tool (IVT)** (not available for income verifications of new applicants)	**Highest** (Mandatory)
5	**Upfront Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written third Party Verification**	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information **and** is unable to provide acceptable documentation to support dispute.)
3	**Written Third Party Verification Form**	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	**Oral Third-Party Verification**	**Low** (Mandatory if written third party verification is not available)
1	**Tenant Declaration**	**Low** (Use as a last resort when unable to obtain any type of third-party verification)

Exhibit 7-2: Summary of Documentation Requirements for Noncitizens
[HCV GB, pp. 5-9 and 5-1]

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to Opportunity Home.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens
A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens
Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - "Admitted as a Refugee Pursuant to Section 207"
  - "Section 208" or "Asylum"
  - "Section 243(h)" or "Deportation stayed by Attorney General"
  - "Paroled Pursuant to Section 221 (d)(5) of the USCIS"

- Form I-94 Arrival-Departure Record with no annotation accompanied by:
  - A final court decision granting asylum (but only if no appeal is taken);
  - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

Form I-688 Temporary Resident Card annotated "Section 245A" or "Section 210".

Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 8

LEASING AND INSPECTIONS

Chapter 8: Leasing and Inspections

Public housing leases are the contractual basis of the legal relationship between Opportunity Home and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require Opportunity Home to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, Opportunity Home may conduct additional inspections in accordance with Opportunity Home policy.

This chapter is divided into two parts as follows:

PART 1: Leasing

This part describes pre-leasing activities and Opportunity Home's policies pertaining to lease execution, lease modification, and payments under the lease.

PART 2: Inspections

This part describes Opportunity Home's policies for inspecting dwelling units.

8.1 Leasing

8.1.A Overview [24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

(1) An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

(2) The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that Opportunity Home may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

(3) Opportunity Home must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

(4) Opportunity Home must include in the ACOP residential minimum heating standards policies [Notice PIH 2018-19]. The policy is included in Part I of this chapter.

(5) Part I of this chapter contains regulatory information on leasing, where applicable, as well as Opportunity Home's leasing policies.

8.1.B Lease Orientation

(1) After unit acceptance but prior to occupancy, an Opportunity Home representative will conduct a lease orientation with the family. The head of household or spouse is required to attend.

(a) Opportunity Home may allow a remote lease orientation.

(2) **Orientation Agenda**

(a) When families attend the lease signing, they will be provided with:

(i) A copy of the lease,

(ii) Addendums, and

(iii) Attachments.

(b) Topics to be discussed and explained to all families include:

(i) Applicable deposits and all other charges;

(ii) Review and explanation of lease provisions;

(iii) Unit maintenance requests and work orders;

(iv) Opportunity Home's interim reporting requirements;

(v) Review and explanation of occupancy forms;

(vi) Community service requirements;

(vii) Family choice of rent;

(viii) VAWA protections; and

(ix) Smoke-free policies.

8.1.C Execution of Lease

(1) The lease must be executed by the tenant and Opportunity Home, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

(2) A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one Opportunity Home unit to another.

(3) The lease must state the composition of the household as approved by Opportunity Home (family members and any Opportunity Home-approved live-in aide) [24 CFR 966.4(a)(1)(v)].

See Section 8.1.D for policies regarding changes in family composition during the lease term.

(a) The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission and prior to receiving a key for the unit.

(b) An appointment will be scheduled for the parties to execute the lease.

(i) Opportunity Home may allow remote execution of the lease utilizing digital documentation and electronic signatures.

(c) The head of household will be provided a copy of the executed lease and Opportunity Home will retain a copy in the resident's file.

(d) Files for households that include a live-in aide will contain file documentation signed by the live-in aide that the live-in aide is not a party to the lease and is not entitled to Opportunity Home assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

8.1.D Modifications to the Lease

(1) The lease may be modified at any time by written agreement of the tenant and Opportunity Home [24 CFR 966.4(a)(3)].

(2) **Modifications to the Lease Form**

(a) Opportunity Home may modify its lease from time to time. However, Opportunity Home must give residents at least 30 days advance notice of the proposed changes and an opportunity to comment on the changes. Opportunity Home must also consider any comments before formally adopting a new lease [24 CFR 966.3].

(b) After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

(i) When Opportunity Home proposes to modify or revise schedules of special charges or rules and regulations, Opportunity Home will post a copy of the notice in the property office and by other means necessary such as the Opportunity Home website.

(ii) Documentation of proper notice will be included in each resident file.

(3) Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least 30 days' written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments.

(a) The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

(4) After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

(5) **Other Modifications**

(a) The lease will be amended to reflect all changes in family composition.

(b) If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the

person's name. The head of household and Opportunity Home will be required to initial and date the change.

(c) If a new household member is approved by Opportunity Home to reside in the unit, the person's name, age, birthdate, and relationship to the head of household will be added to the lease. The head of household and Opportunity Home will be required to initial and date the change. If the new member of the household is an adult, they will also be required to sign and date the lease.

(d) Any change to the head of household requires a new lease to be executed.

(e) Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

8.1.E Security Deposits [24 CFR 966.4(b)(5)]

(1) At the option of Opportunity Home, the lease may require security deposits.

(2) The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by Opportunity Home.

(3) Opportunity Home may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy.

(4) Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

(a) Residents must pay a security deposit to Opportunity Home at the time of eligibility determination.

  (i) For units at elderly / disabled developments, the security deposit amount is $150.00.

  (ii) For units at general occupancy developments, the security deposit amount is $200.00.

(b) The amount must be paid in full unless a hardship for the applicant and an installment payment agreement have been granted.

(c) If the resident transfers to another unit, Opportunity Home will transfer the security deposit to the new unit, unless the transfer is to a third party-managed property. The tenant will be billed for any maintenance or other charges due for the previous unit.

(d) Opportunity Home will hold the security deposit for the period the family occupies the unit. Opportunity Home will not use the security deposit for rent or other charges while the resident is living in the unit.

(e) Within 30 days of move-out, Opportunity Home will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

(f) Opportunity Home will provide the resident with a written statement, which lists all charges made against the security deposit and any amounts still owed, if applicable, within 30 business days of the move-out inspection. The statement will be sent to the resident's last known address in accordance with adverse action requirements under the Opportunity Home Grievance Procedure. If the resident disagrees with the amount charged, the resident may dispute the charges through the grievance process.

(g) If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges against the security deposit until the conclusion of the grievance process.

8.1.F Payments Under the Lease

(1) Rent Payments [24 CFR 966.4(b)(1)]

(a) Families must pay the amount of the monthly tenant rent determined by Opportunity Home in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

(b) The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and Opportunity Home must give written notice stating any change in the amount of tenant rent and when the change is effective.

(b) The lease must contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed [24 CFR 966.4(q)].

(i) Opportunity Home will apply resident payments to the current rent charges first, before any existing charges are credited, including late fees and/or maintenance charges.

(ii) The tenant rent is due and payable at the property office on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

(iii) If a family's tenant rent changes, Opportunity Home will notify the family of the new amount and the effective date by sending notice of the rent adjustment, which will become an addendum to the lease.

(2) **Late Fees and Nonpayment [24 CFR 966.4(b)(3); 24 CFR 966.4(q) and (r)]**

(a) At the option of Opportunity Home, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

(b) The lease must provide that late payment fees are not due and collectible until two weeks after Opportunity Home gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

(c) The lease must also contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed [24 CFR 966.4(q)]. Opportunity Home must not provide tenants with a termination notice prior to the day after the rent is due according to the lease. Opportunity Home must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(r)]

(d) The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under Opportunity Home grievance procedures. Opportunity Home must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)]. See Chapter 13 for additional requirements for notices of lease termination.

(i) If the family fails to pay their rent by the fifth business day of the month, and Opportunity Home has not agreed to an alternative payment schedule or other repayment arrangements, a 30-day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. Opportunity Home will not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.

(ii) In addition, a late fee in the amount of 10 percent of the monthly Tenant Rent, as specified in the lease, will be charged after the fifth business day of the month if the resident fails to pay the account in full. The minimum late fee charge is $1.00 and the maximum late fee charge is $30.00. Each late fee charge will be rounded up to the nearest dollar.

(iii) If a family's tenant rent and corresponding late fee amount changes, Opportunity Home will notify the family of the new amount and the effective date by sending notice of the rent adjustment. This notice will include the new late fee amount and become an addendum to the family's lease.

(iv) When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a Non-Sufficient Funds (NSF) fee of $25.00 will be charged to the family.

(v) If the resident receives fixed government benefits on a date outside of the grace period when rent is due, Opportunity Home will take the date the resident's income is actually received into account in making a determination of late payment. For example, if the resident relies on disability benefits as a sole source of income, Opportunity Home will provide an alternative payment schedule to allow the resident to pay rent on a date when benefits are received.

(vi) Notices of late fees and/or NSF charges will be mailed monthly and will be in accordance with adverse action requirements under the Opportunity Home Grievance Procedure. Late fee and/or NSF charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges until the conclusion of the grievance process.

(vii) Four late payments within a 12-month period will be considered repeated late payments and a serious lease violation, which is grounds for lease termination.

(3) **Excess Utility Charges**

(a) If Opportunity Home charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

(b) Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

(c) The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after Opportunity Home gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

(d) The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under Opportunity Home grievance procedures. Opportunity Home must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe), the grievance process has been completed [24 CFR 966.4(e)(8)].

(i) When applicable, families will be charged for excess utility usage according to Opportunity Home's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges until the conclusion of the grievance process.

(ii) Nonpayment of excess utility charges is a violation of the lease and is grounds for termination.

(4) Maintenance and Damage Charges

(a) If Opportunity Home charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

(b) Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

(c) The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after Opportunity Home gives written notice of the charges. The written notice is considered an adverse action, and must meet the

requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

(d) The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under Opportunity Home grievance procedures. Opportunity Home must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe), the grievance process has been completed [24 CFR 966.4(e)(8)].

(i) When applicable, families will be charged for maintenance and/or damages according to Opportunity Home's current schedule, as specified in the lease. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

(ii) Notices of maintenance and damage charges will be mailed monthly and will be in accordance with adverse action requirements under the Opportunity Home Grievance Procedure. Maintenance and damage charges not related to a move-out are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges until the conclusion of the grievance process.

(iii) Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for lease termination.

8.2 Inspections

8.2.A Overview

(1) Opportunity Home is obligated to maintain safe and habitable dwelling units and to make necessary repairs to dwelling units [24 CFR 966.4(e)]. The National Standards for the Physical Inspection of Real Estate (NSPIRE) are the standard under which HUD housing units, including those under the public housing program, are inspected. NSPIRE ensures that residents of public housing live in safe, habitable dwellings, and the items and components located inside, outside, and within the units are functionally adequate, operable, and free of health and safety hazards [24 CFR 5.703(a)].

(2) Units must comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) [24 CFR 5.703(f)] as well as with all requirements related to the evaluation and control of lead-based paint hazards [24 CFR 5.703(e)(2)].

(~~2~~3) Under NSPIRE, public housing units are subject to three types of inspections: annual self-inspections, NSPIRE Inspections (which are used to assess and score Opportunity Home under the Public Housing Assessment System (PHAS)), and NSPIRE Plus Inspections (which are triggered by poor property conditions). HUD regulations also require Opportunity Home to inspect each public housing unit prior to move-in and at move-out

(2) Opportunity Home may require additional inspections, in accordance with it's policy. This part contains Opportunity Home's policies governing inspections by Opportunity Home and HUD, notification of unit entry, and inspection repair timelines. This section discusses inspections conducted by Opportunity Home (including annual self-inspections) and inspections conducted by HUD REAC.

8.2.B Minimum Heating Standards [Notice PIH 2018-19]

(1) PHAs in states, territories, or localities with existing minimum heating standards must use their respective local standards for public housing dwelling units. For PHAs where state or local minimum heating standards do not exist, PHAs must use the HUD-prescribed heating standards specified in Notice PIH 2018-19.

(a) Opportunity Home is located in an area where state or local residential heating standards exist and will utilize those standards for public housing units. Therefore, Opportunity Home's minimum heating standards are as follows:

(i) Minimum temperature:

If Opportunity Home controls the temperature, the minimum temperature in each unit must be at least 60 degrees. If the

resident controls the temperature, the heating equipment must have the capability of heating to at least 60 degrees.

(ii) Minimum temperature capability:

When the outdoor temperature is below the standards for the locality, Opportunity Home is not required to maintain the minimum room temperature of 60 degrees, provided that the heating system is operating at its designed full capacity [2018 San Antonio Property Maintenance Code, Sec. 602.3].

(iii) Measurement:

Temperature measurements must be taken according to the following methodology: Measured 3 feet above the floor near the center of the room and 2 feet inward from the center of each exterior wall [2018 San Antonio Property Maintenance Code, Sec. 602.4].

(A) Unvented Space Heaters are prohibited.

8.2.C Types of Opportunity Home-Conducted Inspections

(a) Opportunity Home is obligated to maintain dwelling units and the project in safe and habitable condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

(1) **Move-In Inspections [24 CFR 966.4(i)]**

(a) The lease must require Opportunity Home and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by Opportunity Home and the tenant, must be provided to the tenant and retained in the resident file.

(i) The Head of Household must attend the initial inspection, unless a reasonable accommodation has been granted.

(2) **Move-Out Inspections [24 CFR 966.4(i)]**

(a) Opportunity Home must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if they wish, unless the tenant vacates without notice to Opportunity Home. Opportunity Home must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

(b) The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security

deposit so long as the work needed exceeds that for normal wear and tear.

(i) When applicable, Opportunity Home will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of the move-out.

(ii) The statement of move-out charges will be mailed to the new address provided by the resident, if applicable, and will be in accordance with adverse action requirements under the Opportunity Home Grievance Procedure. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges until the conclusion of the grievance process.

(iii) Within 30 days of move-out, Opportunity Home will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

(iv) Opportunity Home will provide the resident with a written statement, which lists all charges made against the security deposit and any amounts still owed, if applicable, within 10 business days of the move-out inspection. The statement will be sent to the resident's last known address in accordance with adverse action requirements under the Opportunity Home Grievance Procedure. If the resident disagrees with the amount charged, the resident may dispute the charges through the grievance process.

(v) If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action, such as sending the account to a third-party collections agency, until the conclusion of the grievance process.

(3) **Annual Self Inspections [24 CFR 5.705]**

(a) Annually all PHAs are required to self-inspect their properties, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR 5.703. As part of the self-inspection process, PHAs must ensure that deficiencies previously cited and repaired as a result of an NSPIRE inspection have not subsequently failed.

(b) Opportunity Home must maintain the results of self-inspections for three years and must provide the results to HUD upon request.

(i) Opportunity Home will inspect all occupied units annually using HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE).

(4) **Quality Control Inspections**

(a) The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed and within an acceptable time frame

(i) Supervisory quality control inspections will be conducted as needed.

(5) **Special Inspections**

(a) Opportunity Home may conduct a special inspection for the following reasons:

(i) Housekeeping;

(ii) Preventive maintenance;

(iii) Unit condition;

(iv) Installation or repair of appliances and/or equipment;

(v) Pre-REAC Inspection (prior to HUD Real Estate Assessment Center [REAC]); and

(vi) There is reasonable cause to believe an emergency exists.

(6) **Other Inspections**

(a) Building exteriors, grounds, common areas and systems will be inspected according to Opportunity Home's maintenance plan and other inspection standards as required by HUD.

(b) *Remote Inspections*. At Opportunity Home's discretion, Opportunity Home may conduct inspections remotely using alternative means such as video conferencing/call platform.

(i) If necessary and at Opportunity Home's discretion, only the property manager or designated staff member may be present in the unit at the time of the remote inspection.

8.2.D Notice and Scheduling of Inspections

(1) Notice of Entry

(a) *Non-emergency Entries [24 CFR 966.4(j)(1)]*

(i) Opportunity Home may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of Opportunity Home entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

(A) Opportunity Home will notify the resident in writing at least 48 hours prior to any non-emergency inspection that requires entry to the unit.

(B) Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for Opportunity Home to enter the unit to perform the repair and/or maintenance.

(b) *Emergency Entries [24 CFR 966.4(j)(2)]*

(i) Opportunity Home may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, Opportunity Home must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

(2) Scheduling of Opportunity Home-Conducted Inspections

(a) Inspections will be conducted during business hours.

(b) If a family needs to reschedule an inspection, they must notify Opportunity Home at least 24 hours prior to the scheduled inspection.

(c) Opportunity Home will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. Opportunity Home may request verification of such cause.

(d) Failure to permit access to the unit to perform an inspection or maintenance may constitute a violation of the lease.

(3) Attendance at Inspections

(a) Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

(i) Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if they wish.

(ii) If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

(iii) If children are present within the unit at the time of the non-emergency inspection, at least one adult over the age of 18 must also be present. Opportunity Home will not enter the unit if only a minor is present.

8.2.E Inspection Results

(1) Opportunity Home is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

(a) ***Emergency Repairs [24 CFR 966.4(h)]***

(i) If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify Opportunity Home of the damage, and Opportunity Home must make repairs within a reasonable time frame. Under NSPIRE, Opportunity Home must correct all Life-Threatening and Severe deficiencies within 24 hours.

(ii) If the damage was caused by a household member or guest, Opportunity Home must charge the family for the reasonable cost of repairs. Opportunity Home may also take lease enforcement action against the family.

(iii) If Opportunity Home cannot make repairs quickly, Opportunity Home must offer the family standard alternative accommodations. If Opportunity Home can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

(iv) If no local standards exist, PHAs shall utilize HUD Minimum Heating Standards. HUD Minimum Heating Standards require that heating equipment has the capability of heating to at least 68 degrees Fahrenheit. At no point should interior temperatures in occupied space drop below 55 degrees Fahrenheit [PIH Notice 2018-19].

(A) When conditions in the unit are hazardous to life, health, or safety, Opportunity Home will make repairs or otherwise abate the situation within 24 hours.

(B) Defects hazardous to life, health or safety include, but are not limited to, the following:

(1) Lack of security for the unit;

(2) No utilities (e.g., electric, gas, and water);

(3) Waterlogged ceiling in imminent danger of falling;

(4) Major plumbing leaks, flooding, or sewer back ups;

(5) Natural gas leak or fumes;

(6) Nonfunctional heating equipment when exterior temperature is below 65 degrees, or when interior temperature is below 60 degrees per local heating standards [2018 San Antonio Property Maintenance Code, Sec. 602];

(7) Nonfunctional cooling equipment when exterior temperature is above 80 degrees;

(8) Obstacle(s) preventing the tenant's exit from the unit;

(9) Lack of at least one functional smoke detector on each floor level of the unit;

(10) Lack of functioning Carbon Monoxide detector/alarm in areas required by the 2018 IFC. [PIH 2022-01];

(11) Missing or damaged fencing around swimming pool; and

(12) Non-functioning toilet (if the unit does not have more than one toilet).

(b) ***Non-emergency Repairs***

(i) Opportunity Home will correct non-life threatening health and safety defects within 15 business days of the inspection date. If Opportunity Home is unable to make repairs within that period due to circumstances beyond Opportunity Home's control (e.g. required parts or services are not available, weather conditions, etc.), Opportunity Home will notify the family of an estimated date of completion.

(ii) The family must allow Opportunity Home access to the unit to make repairs. Failure to permit access to the unit to perform an

inspection or maintenance may constitute a violation of the lease.

(c) ***Resident-Caused Damages***

(i) Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8.1.F., Maintenance and Damage Charges.

(ii) Resident-caused damages include unauthorized alterations to the unit door, such as changed or added locks, hardware or deadbolts.

(iii) Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

(d) ***Housekeeping***

(i) Residents whose housekeeping habits pose a non-emergency health or safety risk, including insect/rodent infestation or damage to the unit, are in violation of the lease. In these instances, Opportunity Home will provide proper notice of a lease violation.

(ii) A reinspection will be conducted within seven days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

(iii) Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector and/or carbon monoxide detector. The first incident will result in a lease violation. Any additional incident will result in a lease violation with a $100 charge in accordance with the fee schedule in the lease. Repeated incidents of purposely disengaged detectors will be considered a serious lease violation, which is grounds for lease termination.

8.2.F NSPIRE Inspections [24 CFR 5.705(c); Notice PIH 2023-16]

(1) During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards.

For most properties, the frequency of NSPIRE inspections is determined by the date of the prior inspection and the score received.

(2) Notice to Residents [Notice PIH 2023-16]

(a) Opportunity Home must provide notice to all residents as described in 24 CFR 5.711(h) and the lease.

(3) 24-Hour Corrections [24 CFR 5.711(c); Notice PIH 2023-16]

(b) At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides Opportunity Home with a list of Life-Threatening and Severe deficiencies. Opportunity Home must correct all Life-Threatening and Severe deficiencies within 24 hours, with certification of correction submitted to HUD within two business days of receipt of notification of the deficiency.

(c) If permanent repair will take longer than the allowable time in the relevant standard for the deficiency, Opportunity Home must provide HUD with a timeframe for completing permanent repairs and submit evidence that the repair is in progress. Any extension to the allowable time for rectifying the deficiency is allowed only upon HUD approval for good cause.

(3) Non-emergency Repairs

(d) Under NSPIRE, Opportunity Home must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards. Repairs should be permanent fixes, unless otherwise approved by HUD in writing. HUD may also prescribe timelines in Corrective Action Plans as defined in 24 CFR 902.3 or Corrective Action Agreements as described in 24 CFR 902.105

Exhibit 8-1: Smoke-Free Policy

In accordance with HUD regulations, Opportunity Home has adopted these smoke-free policies. The policies are effective as of July 1, 2018. Opportunity Home's smoke-free policy is applicable to all residents, household members, employees, guests, and service persons.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term "smoking" means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

PHA POLICIES

Designated Smoking Areas (DSA)

Example policy 1: Opportunity Home has established designated smoking areas at (INSERT LOCATION(S)). Residents using the designated smoking areas must extinguish all smoking materials and dispose of them safely in receptacles provided for that purpose.

Example policy 2: Opportunity Home has not designated any smoking areas on Opportunity Home's property. Residents may not discard smoking products on the property.

Electronic Nicotine Delivery Systems (ENDS)

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

Example policy 1: Use of ENDS is permitted in public housing units but is prohibited in common areas and in outdoor areas within 25 feet from housing and

administrative buildings. That is, use of ENDS is prohibited in all common and outdoor areas in which smoking is prohibited.

Example policy 2: Use of ENDS is permitted in public housing units only as a reasonable accommodation approved by Opportunity Home that is necessary for a person with disabilities. Use of ENDS is prohibited in common areas and in outdoor areas within 25 feet from housing and administrative buildings. That is, use of ENDS is prohibited in all areas in which smoking is prohibited.

Example policy 3: Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

Effective Date

Opportunity Home's effective date(s) of this smoke-free policy is/are as follows:

Example 1: The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on (INSERT DATE ON OR BEFORE JULY 30, 2018).

Example 2: The smoke-free policy will be effective for all employees and service persons on (INSERT DATE ON OR BEFORE JULY 30, 2018).

The smoke-free policy will take effect at the next annual lease renewal for each resident household. Residents must execute a smoke-free lease addendum as part of the annual lease renewal process. Regardless of the lease renewal date, all residents must be in compliance with the smoke-free policy no later than July 30, 2018.

Enforcement

Opportunity Home must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, Opportunity Home will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. Opportunity Home will not evict a resident for a single incident of smoking in violation of this policy. As such, Opportunity Home will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, Opportunity Home will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. Opportunity Home may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other

residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

Example 1: Upon issuance of a written warning from the property manager and/or a documented complaint, Opportunity Home will increase the frequency of unit inspections for a suspected policy violator. (insert PHA policy on more frequent inspection here)

Example 2: Opportunity Home will provide information and resources on smoking cessations, including: (insert a description of any information Opportunity Home will provide)

Example 3: If the resident does not have any new violations for (insert period of time), the resident will be considered to have a clear record, and no further enforcement action will be taken.

Example 4: Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy. (Insert PHA policy on the number of documented violations that constitute termination)

Reasonable Accommodation

While addiction to nicotine or smoking is not a disability, Opportunity Home will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 9

REEXAMINATIONS

Chapter 9: Reexaminations

[24 CFR 960.257, 960.259, 966.4]

Opportunity Home is required to reexamine each family's income and composition periodically and to adjust the family's rent accordingly. Opportunity Home must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements, and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which Opportunity Home must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires Opportunity Home to offer all families the choice of paying income-based rent or flat rent at least annually. Opportunity Home's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

PART 1: Annual Reexaminations for Families Paying Income Based Rents

This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

PART 2: Reexaminations for Families Paying Flat Rents

This part contains Opportunity Home's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every 3 years. This part also contains Opportunity Home's policies for conducting annual updates of family composition for flat rent families.

PART 3: Interim Reexaminations

This part includes HUD requirements and Opportunity Home policies related to when a family may and must report changes that occur between annual reexaminations.

PART 4: Recalculating Tenant Rent

After gathering and verifying required information for an annual or interim reexamination, Opportunity Home must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a reexamination.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

9.1 Annual Reexaminations for Families Paying Income-Based Rents [24 CFR 960.257]

9.1.A Overview

(1) For those families who choose to pay income-based rent, Opportunity Home must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)].

(2) For families who choose flat rents, Opportunity Home must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)].

(3) For all residents of public housing, whether those residents are paying income-based or flat rents, Opportunity Home must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

(4) Opportunity Home is required to obtain all of the information necessary to conduct reexaminations. How that information will be collected is left to the discretion of Opportunity Home. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

(5) This part contains Opportunity Home's policies for conducting annual reexaminations.

Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

9.1.B Scheduling Annual Reexaminations

(1) Opportunity Home must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

(a) Generally, Opportunity Home will schedule annual reexaminations to coincide with the family's anniversary date. Opportunity Home will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

(b) Opportunity Home will not perform a new annual reexamination if the family transfers to a new unit.

(c) **Triennial Recertifications**

Opportunity Home will conduct a recertification of household income and family composition every three years.

(2) **Notification of and Participation in the Annual Reexamination Process**

(a) Opportunity Home is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of Opportunity Home. However, Opportunity Home should give tenants who were not provided the opportunity to provide contact information at the time of admission the option to complete Form HUD-92006 at this time.

(i) Opportunity Home may conduct reexaminations by mail. For reexaminations by mail, family members will not be required to attend a reexamination appointment.

(b) Opportunity Home should provide the family with the opportunity to update, change, or remove information from the HUD-92006 at the time of the annual reexamination [Notice PIH 2009-36].

(i) All adult household members and live-in aides are required to attend the reexamination interview. If participating in an in-person interview poses a hardship because of a family member's disability, the family should contact Opportunity Home to request a reasonable accommodation.

(ii) Notification of annual reexamination interviews will be hand-delivered or sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

(iii) If the family is unable to attend a scheduled interview, the family should contact Opportunity Home in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview Opportunity Home will send a second notification with a new interview appointment time and a lease violation.

(iv) If a family does not attend the second scheduled interview, the family will be provided with a 30-day notice to vacate.

(v) An advocate, interpreter, or other assistant may assist the family in the interview process.

9.1.C Conducting Annual Reexaminations

(1) The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit [24 CFR 966.4(c)(2)].

(a) Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a Opportunity Home-designated reexamination form as well as supporting documentation related to the family's income, expenses, and family composition.

(b) Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

(c) If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

(2) The information provided by the family generally must be verified in accordance with the policies in Chapter 7.

(3) Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

(a) Legal identity

(b) Age

(c) Social security numbers

(d) A person's disability status

(d) Citizenship or immigration status

(4) **Change in Unit Size**

(a) Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards.

(b) Opportunity Home may use the results of the annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)].

Policies related to such transfers are located in Chapter 12.

(5) **Criminal Background**

(a) Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)].

(b) Criminal background checks of residents will be conducted in accordance with the policy in Section 13.4.B.

(c) Each household member age 18 and over will be required to execute a consent form for a criminal background check.

(d) Additionally, HUD recommends that at annual reexaminations Opportunity Home ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

(e) At the annual reexamination, Opportunity Home will ask whether the resident, or any member of the resident's household, is subject to a lifetime sex offender registration requirement in any state. Opportunity Home will use the National Sex Offender database to verify the information provided by the resident.

(f) If Opportunity Home proposes to terminate assistance based on lifetime sex offender registration information, Opportunity Home must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)] (See Chapter 13).

(6) **Compliance with Community Service**

(a) For families who include nonexempt individuals, Opportunity Home must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for Opportunity Home's policies governing compliance with the community service requirement.

9.1.D Flat Rents and Family Choice in Rents [24 CFR 960.253]

(1) **Flat Rents [24 CFR 960.253(b)]**

(a) The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

(b) Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

(c) Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

(2) **Family Choice in Rents [24 CFR 960.253(a) and (e)]**

(a) Once each year, Opportunity Home must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. Opportunity Home must document that flat rents were offered to families under the methods used to determine flat rents for Opportunity Home.

(i) Opportunity Home will offer a family the choice between flat and income-based rent upon admission and upon each subsequent triennial reexamination.

(b) Opportunity Home must provide sufficient information for families to make an informed choice. This information must include Opportunity Home's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option.

(c) However, if the family chose the flat rent for the previous year Opportunity Home is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

See Chapter 6 for Opportunity Home's policies governing switching from flat rent to income-based rent due to hardship.

9.1.E Effective Dates

(1) As part of the annual reexamination process, Opportunity Home must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

(a) In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

(i) If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

(ii) If Opportunity Home chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by Opportunity Home, but will always allow for the 30-day notice period.

(iii) If the family causes a delay in processing the annual reexamination, increases in the tenant rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

(b) In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

(i) If Opportunity Home chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by Opportunity Home.

(ii) If the family causes a delay in processing the annual reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

(c) Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by Opportunity Home by the date specified, and this delay prevents Opportunity Home from completing the reexamination as scheduled.

9.2 Reexaminations for Families Paying Flat Rents [24 CFR 960.257(2)]

9.2.A Overview

(1) HUD requires that Opportunity Home offer all families the choice of paying income-based rent or flat rent at least annually. Opportunity Home's policies for offering families a choice of rents are located in Chapter 6.

(2) For families who choose flat rents, Opportunity Home must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)].

(3) Opportunity Home is only required to provide the amount of income-based rent the family might pay in those years that Opportunity Home conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

(4) As it does for families that pay income-based rent, Opportunity Home must also review compliance with the community service requirement for families with nonexempt individuals.

(5) This part contains Opportunity Home's policies for conducting reexaminations of families who choose to pay flat rents.

9.2.B Full Reexamination of Family Income and Composition

(1) **Frequency of Reexamination**

(a) For families paying flat rents, Opportunity Home will conduct a full reexamination of family income and composition in accordance with the triennial reexamination policy (see section 9.1.C).

(2) **Reexamination Policies**

(a) In conducting full reexaminations for families paying flat rents, Opportunity Home will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9.1.B through 9.1.E above.

9.2.C Reexamination of Family Composition ("Annual Update")

(1) As noted above, full reexaminations are conducted every 3 years for families paying flat rents. In the years between full reexaminations, regulations require Opportunity Home to conduct a reexamination of family composition ("annual update") [24 CFR 960.257(a)(2)].

(2) The annual update process is similar to the annual reexamination process, except that Opportunity Home does not collect information about the family's income and expenses, and the family's rent is not recalculated following an annual update.

(3) **Scheduling**

(a) Opportunity Home must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

(4) **Conducting Annual Updates**

(a) The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

(i) Opportunity Home will not be conducting annual updates in accordance with MTW Activity FY 2019-2: Alternative Recertification Process (PH and HCV).

(b) ***Change in Unit Size***

(i) Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Opportunity Home may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

(c) ***Criminal Background Checks***

(i) Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13.4.B.

(d) ***Compliance with Community Service***

(i) For families who include nonexempt individuals, Opportunity Home must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)]. See Chapter 11 for Opportunity Home's policies governing compliance with the community service requirement.

9.3 Interim Reexaminations [24 CFR 960.257; 24 CFR 966.4]

9.3.A Overview

(1) Family circumstances may change during the period between annual reexaminations. HUD and Opportunity Home policies define the types of information about changes in family circumstances that must be reported, and under what circumstances Opportunity Home must process interim reexaminations to reflect those changes. HUD regulations also permit Opportunity Home to conduct interim reexaminations of income or family composition at any time.

(2) In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition change. Opportunity Home must complete the interim reexamination within a reasonable time after the family's request.

(3) This part includes HUD and Opportunity Home policies that describe the changes families are required to report, the changes families may choose to report, and how Opportunity Home will process both Opportunity Home- and family-initiated interim reexaminations.

9.3.B Changes in Family and Household Composition

(1) Opportunity Home must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to provisions of the public housing lease, Opportunity Home has limited discretion in this area.

(2) Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

(3) All families, including those paying flat rent, must report all changes in family and household composition within 10 business days.

(4) Opportunity Home will conduct interim reexaminations to account for any changes in household composition that occur between recertifications.

(5) **New Family Members <u>Not</u> Requiring Approval**

(a) The addition of a family member as a result of birth, adoption, or court-awarded custody does not require Opportunity Home approval. However, the family is required to promptly notify Opportunity Home of the addition [24 CFR 966.4(a)(1)(v)].

(i) The family must inform Opportunity Home of the birth, adoption, or court-awarded custody of a child within 10 business days.

(6) New Family and Household Members Requiring Approval

(a) With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request Opportunity Home approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

(b) Opportunity Home may adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining the circumstances in which Opportunity Home consent will be given or denied. Under such policies, the factors considered by Opportunity Home may include [24 CFR 966.4(d)(3)(i)]:

(i) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.

(ii) Opportunity Home's obligation to make reasonable accommodation for persons with disabilities.

(c) Families must request Opportunity Home approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 15 consecutive days or a total of 30 cumulative calendar days during any 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by Opportunity Home prior to the individual moving into the unit.

(d) If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 12), Opportunity Home will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by Opportunity Home.

(e) Opportunity Home will not approve the addition of a new family or household member unless the individual meets Opportunity Home's eligibility criteria (see Chapter 3) and documentation requirements (See Chapter 7, Part II).

(f) If Opportunity Home determines that an individual does not meet Opportunity Home's eligibility criteria or documentation requirements,

Opportunity Home will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

(g) Opportunity Home will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

(7) **Departure of a Family or Household Member**

(a) If a family member ceases to reside in the unit, the family must inform Opportunity Home within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

(b) If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform Opportunity Home within 10 business days.

(i) If a live-in aide is the only remaining member of the household, the live-in aide must vacate the unit within 10 calendar days.

9.3.C Changes Affecting Income or Expenses

(1) Interim reexaminations can be scheduled either because Opportunity Home has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, Opportunity Home may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

(a) This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

(2) **Opportunity Home Required Interim Reexaminations**

(a) Opportunity Home-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by Opportunity Home.

(b) Opportunity Home will conduct interim recertifications in each of the following instances:

(i) If the family has a Total Tenant Payment (TTP) that is $50 or less, Opportunity Home will conduct an interim reexamination every six months as long as the family continues to report that they have no income.

(ii) If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), Opportunity Home will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

(iii) If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, Opportunity Home will conduct an interim reexamination.

(iv) Opportunity Home may conduct an interim reexamination at any time, for example, to correct an error in a previous reexamination or investigate a tenant fraud complaint.

(3) **Family-Initiated Interim Reexaminations**

(a) Opportunity Home must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)].

(b) ***Required Reporting***

(i) HUD regulations give Opportunity Home the discretion to determine the circumstances under which families will be required to report changes affecting income.

(A) Families are required to report increases in monthly income of $200 or more in earned and unearned income within 10 business days of the date the change takes effect.

(B) Opportunity Home will not process increases in income under $200 in earned and unearned monthly income, including new employment.

(C) FSS Participants, EID Participants, JPEID Participants, and Zero-Income Participants are required to report all increases in earned and unearned income within 10 business days of the date the change takes effect.

(c) ***Optional Reporting***

(i) The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. Opportunity Home must

process the request if the family reports a change that will result in a reduced family income [PH Occ GB, p. 159].

(ii) If a family reports a decrease in income from the loss of welfare benefits due to fraud or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

(iii) If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, Opportunity Home will note the information in the tenant file, but will not conduct an interim reexamination.

(A) This does not apply to FSS clients Homeownership Participants, and participants reporting zero income, all changes must be completed.

(iv) If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, Opportunity Home will conduct an interim reexamination. See Section 9.3.D(2) for effective dates.

(v) Families may report changes in income or expenses at any time.

(vi) Opportunity Home will not decrease income from temporary job placements until the family provides evidence that payments have decreased for three consecutive months.

(A) Once documentation of decreased income from temporary job placements is received, the decrease in income will be retroactively applied to the first of the month following the date in which the decrease was first reported.

(vii) If the family declares that it has received a decrease in child support payments, Opportunity Home will not decrease income until the family provides supporting documentation that payments have decreased for three consecutive months.

(A) Once documentation of decreased child support is received, the decrease in income will be retroactively applied to the first of the month following the date in which the decrease was first reported.

9.3.D Processing the Interim Reexamination

(1) Method of Reporting

(a) The family may notify Opportunity Home of changes either orally or in writing. If the family provides oral notice, Opportunity Home may also require the family to submit the changes in writing.

(b) Generally, the family will not be required to attend an interview for an interim reexamination. However, if Opportunity Home determines that an interview is warranted, the family may be required to attend.

(c) Based on the type of change reported, Opportunity Home will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from Opportunity Home. This time frame may be extended for good cause with Opportunity Home approval. Opportunity Home will accept required documentation by mail, by email, by fax, or in person.

(2) Effective Dates

(a) Opportunity Home must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].

(b) If the tenant rent is to *increase*:

(i) The increase generally will be effective on the first of the month following 30 days' notice to the family.

(ii) If a family fails to report a change within the required time frames or fails to provide all required information within the required time frames:

(A) The increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis.

(B) The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

(c) If the tenant rent is to *decrease*:

(i) The decrease will be effective the first day of the month following the month in which the change was reported and all required documentation was submitted.

(ii) In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

9.4 Recalculating Tenant Rent

9.4.A Overview

(1) For those families paying income-based rent, Opportunity Home must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

9.4.B Changes in Utility Allowances [24 CFR 965.507, 24 CFR 966.4]

(1) The tenant rent calculations must reflect any changes in Opportunity Home's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

(a) Unless Opportunity Home is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted or through a special interim reexamination.

9.4.C Notification of New Tenant Rent

(1) The public housing lease requires Opportunity Home to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

(2) When Opportunity Home redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of Opportunity Home's schedule of Utility Allowances for families in Opportunity Home's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, Opportunity Home must notify the tenant that the tenant may ask for an explanation stating the specific grounds of Opportunity Home determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under Opportunity Home's grievance procedure [24 CFR 966.4(c)(4)].

(a) The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

9.4.D Discrepancies

(1) During an annual or interim reexamination, Opportunity Home may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, Opportunity Home may discover errors made by Opportunity Home. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 10

PETS

Chapter 10: Assistance Animals and Pets

[24 CFR 5; 24 CFR 960, Subpart G]

This chapter explains Opportunity Home's policies on the keeping of assistance animals and pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of Opportunity Home to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of Opportunity Home.

The chapter is organized as follows:

PART 1: Service Animals and Assistance Animals

This part explains the difference between service animals, assistance animals, and pets, and contains policies related to the designation of a service animal or assistance animal as well as their care and handling.

PART 2: Pet Policies for All Developments

This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

PART 3: Pet Deposits and Fees for Elderly/Disabled Developments

This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

PART 4: Pet Deposits and Fees for General Occupancy Developments

This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

10.1 Service Animals and Assistance Animals [Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705]

10.1.A Overview

(1) This part discusses situations under which permission for a service animal or an assistance animal may be denied, and also establishes standards for the care of service and assistance animals.

(2) Opportunity Home must distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by Opportunity Home's pet policies. In developing policies, PHAs should consider the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act and, regarding service animals, the Americans with Disabilities Act (ADA) DOJ's regulations implementing Titles II and III of the ADA at 28 CFR Parts 35 and 36, in addition to DOJ's other guidance on assistance animals.

(3) There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

(4) While the ADA applies to the premises of public housing agencies and to "public accommodations" such as stores and movie theaters, it does not apply to private-market rental housing. Therefore, in public housing Opportunity Home must evaluate a request for a service animal under both the ADA and the Fair Housing Act. Service animals are limited to trained dogs.

(5) Assistance animals, including service and support animals, are not pets and thus are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705.

10.1.B Approval of Service Animals and Assistance Animals

(1) Opportunity Home should first evaluate the request as a service animal under the ADA. Opportunity Home may only ask whether the dog is a service animal required due to a disability, and what tasks the animal has been trained to perform.

(2) Opportunity Home cannot require proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

(3) Opportunity Home may only deny a request for a service animal in limited circumstances:

(a) The animal is out of control and the handler does not take effective action to control it;

(b) The animal is not housebroken; or

(c) The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

(4) A service animal must be permitted in all areas of the facility where members of the public are allowed.

Support Animals (Assistance Animals other than Service Animals)

(5) If the animal does not qualify as a service animal under the ADA, Opportunity Home must next determine whether the animal would qualify as an assistance animal under the reasonable accommodation provisions of the Fair Housing Act. Such assistance animals may include animals other than dogs.

(6) A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

(7) Opportunity Home may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

(8) Opportunity Home's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

(a) There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation; or

(b) There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

(9) Opportunity Home has the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)]:

(a) For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog and there must be a person with disabilities in the household who requires the dog's services.

(b) For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and Opportunity Home approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10.1.C Care and Handling

(1) HUD regulations do not affect any authority Opportunity Home may have to regulate service animals and assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

(a) Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

(b) Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

10.2 Pet Policies for All Developments [24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10.2.A Overview

(1) The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10.2.B Management Approval of Pets

(1) **Registration of Pets**

(a) Opportunity Home may require registration of the pet with Opportunity Home [24 CFR 960.707(b)(5)].

(b) Pets must be registered with Opportunity Home before they are brought onto the premises.

(c) Pets will not be approved to reside in a unit until completion of the registration requirements.

(2) **Refusal to Register Pets**

(a) Opportunity Home will refuse to register a pet if:

(i) The pet is not *a common household pet* as defined in Section 10.2.C. below;

(ii) Keeping the pet would violate any pet restrictions listed in this policy;

(iii) The pet owner fails to provide complete pet registration information, or fails to update the registration annually; or

(iv) The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order.

(b) If Opportunity Home refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of Opportunity Home's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with Opportunity Home's grievance procedures.

(3) **Pet Agreement**

(a) Residents who have been approved to have a pet must enter into a written pet agreement with Opportunity Home, or the approval of the pet will be withdrawn.

(b) The pet agreement is the resident's certification that he or she has received a copy of Opportunity Home's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

(c) The resident further certifies by signing the pet agreement that he or she understands that noncompliance with Opportunity Home's pet policy and applicable house rules may result in the withdrawal of Opportunity Home approval of the pet or termination of tenancy.

(d) If a resident transfers from one unit to another with an approved pet, the pet agreement remains in effect at the new development, subject to Opportunity Home's pet policy and applicable house rules.

(e) The pet agreement remains in effect until either the approval of the pet is withdrawn or the agreement is canceled due to the death of the pet or the removal of the pet from the development.

(f) It is the responsibility of the resident to notify Opportunity Home of any changes to the terms of the pet agreement.

(g) If the family with an existing pet agreement chooses a new pet eligible for approval under this section, then Opportunity Home may amend the pet agreement to register the new pet.

10.2.C Standards for Pets [24 CFR 5.318; 960.707(b)]

(1) Opportunity Home may establish reasonable requirements related to pet ownership including, but not limited to:

(a) Limitations on the number of animals in a unit, based on unit size;

(b) Prohibitions on types of animals that Opportunity Home classifies as dangerous, provided that such classifications are consistent with applicable state and local law;

(c) Prohibitions on individual animals, based on certain factors, including the size and weight of the animal; and

(d) Requiring pet owners to have their pets spayed or neutered.

(2) Opportunity Home may not require pet owners to have any pet's vocal cords removed.

(3) Opportunity Home may not require pet owners to obtain or carry liability insurance.

(4) Opportunity Home may not require that cats be declawed.

(5) **Definition of "Common Household Pet"**

(a) There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term.

(b) The regulations for pet ownership in elderly/disabled developments expressly authorize Opportunity Home to define the term [24 CFR 5.306(2)].

(i) The following animals are not considered common household pets:

(A) Reptiles with the exception of turtles;

(B) Rodents with the exception of hamsters and gerbils;

(C) Insects;

(D) Arachnids;

(E) Wild animals or feral animals;

(F) Pot-bellied pigs; and

(G) Animals used for commercial breeding.

(6) **Pet Restrictions**

(a) The following animals are not permitted:

(i) Any animal whose adult weight will exceed 40 pounds;

(ii) Dogs of the pit bull, rottweiler, chow, boxer, or German Shepherd breeds;

(iii) Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; and

(iv) Any animal not permitted under state or local law or code.

(7) **Number of Pets**

(a) Residents may own a maximum of one cat or dog, not both.

(b) If a family does not have a registered cat or dog in the unit, one of the pets below will be allowed:

(i) Fish, which residents may keep maintained in a safe and healthy manner in a tank holding up to 10 gallons (such as a tank or aquarium will be counted as one pet);

(ii) A maximum of two caged birds; or

(iii) A maximum of two caged rodents limited to guinea pigs, hamsters or gerbil.

(8) **Other Requirements**

(a) Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching six months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

(b) Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration.

10.2.D Pet Rules

(1) Pet owners must maintain pets responsibly, in accordance with Opportunity Home policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

(2) **Pet Area Restrictions**

(a) Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds), dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times.

(b) Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

(c) Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

(d) Pet owners are not permitted to exercise pets or permit pets to deposit waste on the development premises outside of the areas designated for such purposes.

(3) **Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]**

(a) Opportunity Home may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be

permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

(i) Pets are not permitted within the development community room.

(b) Opportunity Home may direct initial tenant moves as may be necessary to establish pet and no-pet areas. Opportunity Home may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. Opportunity Home may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

(c) Opportunity Home may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

(4) **Cleanliness**

(a) The pet owner must be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by Opportunity Home.

(b) The pet owner must take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

(c) Litter box requirements:

(i) Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

(ii) Litter must not be disposed of by being flushed down a toilet.

(iii) Litter boxes must be kept inside the resident's dwelling unit.

(5) **Alterations to Unit**

(a) Pet owners must not alter their unit, patio, premises or common areas to create an enclosure for any animal.

(b) Installation of pet doors is prohibited.

(6) **Noise**

(a) Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

(7) Pet Care

(a) Each pet owner must be responsible for adequate care, nutrition, exercise and medical attention for their pet.

(b) Each pet owner must be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Opportunity Home property.

(c) No animals may be tethered or chained inside or outside the dwelling unit at any time.

(8) Responsible Parties

(a) The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

(b) A resident who cares for another resident's pet must notify Opportunity Home and sign a statement that they agree to abide by all of the pet rules.

(9) Pets Temporarily on the Premises

(a) Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

(b) This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by Opportunity Home.

(10) Pets Rule Violations

(a) All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

(b) If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, a one-time, 24-hour written notice will be served and the resident will be given a $10.00 per day charge up to a total of $150.00 until the unauthorized pet is removed from the unit or is registered and approved per the lease. Any additional unapproved pet(s) will result in a charge of up to $10.00 per month.

(c) Any charges collected for an unauthorized pet will be applied to the $150.00 pet deposit upon Opportunity Home’s approval of the pet agreement.

(d) The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

(i) That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make a written request for an informal conference to discuss the violation.

(ii) That the pet owner is entitled to be accompanied by another person of his or her choice at the informal conference.

(iii) That the pet owner's failure to correct the violation, request an informal conference, or appear at a requested meeting may result in initiation of procedures to remove the pet or to terminate the pet owner's tenancy.

(iv) That Opportunity Home encourages responsible pet ownership by assisting the owner with the pet registration process.

(v) That any charges collected for an unauthorized pet will be applied to the $150.00 pet deposit upon approval by Opportunity Home.

(11) **Notice for Pet Removal**

(a) If the pet owner and Opportunity Home are unable to resolve the violation or the pet owner fails to correct the violation in the time period allotted by Opportunity Home, Opportunity Home may serve notice to remove the pet.

(b) The notice will contain:

(i) A brief statement of the factual basis for Opportunity Home's determination of the pet rule that has been violated.

(ii) The requirement that the resident / pet owner must remove the pet within 30 calendar days of the notice.

(iii) A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

(c) The notice will be delivered in accordance with the requirements regarding notices of adverse actions and/or terminations in Chapter 13. If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for removal of the pet or termination of tenancy procedures until the conclusion of the grievance process.

(12) Pet Removal

(a) If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

(b) If the responsible party is unwilling or unable to care for the pet, or if Opportunity Home after reasonable efforts cannot contact the responsible party, Opportunity Home may contact the appropriate state or local agency and request the removal of the pet.

(13) Termination of Tenancy

(a) Opportunity Home may initiate procedures for termination of tenancy based on a pet rule violation if:

(i) The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified.

(b) The pet rule violation is sufficient to begin procedures to terminate tenancy under the terms of the lease.

(c) Any notices of pet rule violations are delivered in accordance with requirements regarding adverse actions under the Opportunity Home Grievance Procedure.

(14) Emergencies

(a) Opportunity Home will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

(b) If it is necessary for Opportunity Home to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

(c) If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

10.3 Pet Deposits and Fees in Elderly/Disabled Developments

10.3.A Overview

(1) This part describes Opportunity Home's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10.3.B Pet Deposits

(1) **Payment of Deposit**

(a) Opportunity Home may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

(b) The maximum amount of pet deposit that may be charged by Opportunity Home on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such a reasonable fixed amount as Opportunity Home may require. Opportunity Home may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

(c) The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

(i) Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is $150.00 and must be paid in full before the pet is brought on the premises, unless unauthorized pet fees are applied to the deposit as specified in section 10.2.D.

(ii) Residents may enter into a repayment agreement of a $50.00 deposit and two $50.00 monthly installment payments.

(2) **Refund of Deposit [24 CFR 5.318(d)(1)]**

(a) Opportunity Home may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit.

(b) Opportunity Home must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

(i) Opportunity Home will refund the pet deposit to the resident less the costs of any damages caused by the pet to the dwelling unit within 30 days of move-out or removal of the pet from the unit.

(ii) The resident will be billed for any amount that exceeds the pet deposit.

(iii) If the resident disagrees with the amount charged to the pet deposit, the resident may request a grievance hearing under the provisions of the Opportunity Home Grievance Procedure.

(iv) If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges against the pet deposit until the conclusion of the grievance process.

10.3.C Other Charges

(1) Pet-Related Damages During Occupancy

(a) All reasonable expenses incurred by Opportunity Home as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

(i) The cost of repairs and replacements to the resident's dwelling unit;

(ii) Fumigation of the dwelling unit; and

(ii) Repairs to common areas of the project.

(b) The expense of flea elimination will also be the responsibility of the resident.

(c) If the resident is in occupancy when such costs occur, the resident will be billed for such costs in accordance with the policies in Section 8.1.F(4), Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during the time of the resident’s occupancy with an active pet agreement. Significant and/or repeated pet-related damages may result in the withdrawal of Opportunity Home’s approval of the pet.

(d) Charges for pet-related damage are not part of rent payable by the resident.

(2) Pet Waste Removal Charge

(a) The regulations do not address Opportunity Home’s ability to impose charges for house pet rule violations. However, charges for violation of

Opportunity Home pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

(i) Opportunity Home will charge a $10.00 fee for pet waste removal per incident, up to a total of $50.00 per month.

(ii) Repeated incidents of pet rule violations and/or unpaid charges related to pets may result in the withdrawal of Opportunity Home's approval of the pet and may be grounds for initiating termination procedures in accordance with Chapter 13.

10.4 Pet Deposits and Fees in General Occupancy Developments

10.4.A Overview

(1) This part describes Opportunity Home's policies for pet deposits and fees for those who reside in general occupancy developments.

10.4.B Pet Deposits

(1) Opportunity Home may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

(2) If Opportunity Home requires a resident to pay a pet deposit, Opportunity Home must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. Opportunity Home must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

(3) **Payment of Deposit**

(a) Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is $150.00 and must be paid in full before the pet is brought on the premises, unless unauthorized pet fees are applied to the deposit as specified in section 10.2.D.

(b) Residents may enter into a repayment agreement of a $50.00 deposit and two $50.00 monthly installment payments.

(4) **Refund of Deposit**

(a) Opportunity Home will refund the pet deposit to the resident less the costs of any damages caused by the pet to the dwelling unit within 30 days of move-out or removal of the pet from the unit.

(b) The resident will be billed for any amount that exceeds the pet deposit.

(c) If the resident disagrees with the amount charged to the pet deposit, the resident may request a grievance hearing under the provisions of the Opportunity Home Grievance Procedure.

(d) If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action for nonpayment of the charges against the pet deposit until the conclusion of the grievance process.

10.4.C Non-Refundable Nominal Pet Fee

(1) Opportunity Home may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

(a) Opportunity Home does not require pet owners to pay a non-refundable nominal pet fee.

10.4.D Other Charges

(1) **Pet-Related Damages During Occupancy**

(a) All reasonable expenses incurred by Opportunity Home as a result of damages directly attributable to the presence of the pet in the development will be the responsibility of the resident, including:

(i) The cost of repairs and replacements to the resident's dwelling unit;

(ii) Fumigation of the dwelling unit; and

(iii) Repairs to common areas of the development.

(b) The expense of flea elimination will also be the responsibility of the resident.

(c) If the resident is in occupancy when such costs occur, the resident will be billed for such costs in accordance with the policies in Section 8.1.F(4), Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during the time of the resident's occupancy with an active pet agreement. Significant and/or repeated pet-related damages may result in the withdrawal of Opportunity Home's approval of the pet.

(d) Charges for pet-related damage are not part of rent payable by the resident.

(2) **Pet Waste Removal Charge**

(a) The regulations do not address Opportunity Home's ability to impose charges for house pet rule violations. However, charges for violation of Opportunity Home pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

(i) Opportunity Home will charge a $10.00 fee for pet waste removal per incident, up to a total of $50.00 per month.

(ii) Repeated incidents of pet rule violations and/or unpaid charges related to pets may result in the withdrawal of Opportunity Home's approval of the pet and may be grounds for initiating termination procedures in accordance with Chapter 13.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 11

COMMUNITY SERVICE

Chapter 11: Community Service

This chapter explains HUD regulations requiring Opportunity Home to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and Opportunity Home policies related to these topics in two parts:

PART 1: Community Service Requirements

This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

PART 2: Opportunity Home Implementation of Community Service

This part provides Opportunity Home policy regarding Opportunity Home implementation and program design.

11.1 Community Service Requirement

11.1.A Overview

(1) HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). Opportunity Home and residents must comply with the community service requirement, effective with Opportunity Home fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), Opportunity Home's Plan must contain a statement of how Opportunity Home will comply with the community service requirement, including any cooperative agreement that Opportunity Home has entered into or plans to enter into.

(2) Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].

(3) In administering community service requirements, Opportunity Home must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11.1.B Requirements

(1) Each adult resident of Opportunity Home, who is not exempt, must [24 CFR 960.603(a)]:

(a) Contribute 8 hours per month of community service;

(b) Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or

(c) Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

(2) The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

(3) **Definitions**

(a) An *exempt individual* is an adult who:

(i) Is age 62 years or older;

(ii) Is blind or disabled (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability they are unable to comply with the service provisions;

(iii) Is a primary caretaker of such an individual;

(iv) Is engaged in work activities;

(A) Opportunity Home will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

(v) Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which Opportunity Home is located, including a state-administered welfare-to-work program; or

(A) This exemption applies to anyone whose characteristic or family situation meets the welfare agency exemption criteria and can be verified.

(vi) Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which Opportunity Home is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

(4) ***Community Service [24 CFR 960.601(b), Notice PIH 2015-12]***

(a) *Community service* is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities.

(b) Eligible community service activities include, but are not limited to, work at:

(i) Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

(ii) Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters,

garden centers, community clean-up programs, beautification programs;

(iii) Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

(iv) Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;

(v) Opportunity Home housing to improve grounds or provide gardens (so long as such work does not alter Opportunity Home's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and

(vi) Care for the children of other residents so that a parent may volunteer.

(5) Opportunity Home may form their own policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

(a) Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

(6) ***Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2015-12]***

(a) For purposes of satisfying the community service requirement, an economic self-sufficiency program is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

(b) Eligible self-sufficiency activities include, but are not limited to:

(i) Job readiness or job training;

(ii) Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;

(iii) Employment counseling, work placement, or basic skills training;

(iv) Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes;

(v) Apprenticeships (formal or informal);

(vi) English proficiency or English as a second language classes;

(vii) Budgeting and credit counseling; and

(viii) Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

(7) ***Work Activities [42 U.S.C. 607(d)]***

(a) As it relates to an exemption from the community service requirement, *work activities* means:

(i) Unsubsidized employment;

(ii) Subsidized private sector employment;

(iii) Subsidized public sector employment;

(iv) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

(v) On-the-job training;

(vi) Job search and job readiness assistance;

(vii) Community service programs;

(viii) Vocational educational training (not to exceed 12 months with respect to any individual);

(ix) Job skills training directly related to employment;

(x) Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; or

(xi) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.

(8) **Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2015-12, Notice PIH 2016- 06]**

(a) Opportunity Home must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for Opportunity Home verification of exempt status.

(b) Opportunity Home must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as Attachment A of Notice PIH

2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease.

(c) The family must also sign a certification at reexamination such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

(i) Opportunity Home will provide the family with a copy of the Community Service & Self-Sufficiency Requirement (CSSR) Policy at lease-up and at any time upon the family's request.

(ii) The policy will notify the family that self-certification forms are subject to review by Opportunity Home.

(iii) During recertification and changes, Opportunity Home will notify the family, in writing, of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals, the notice will include a list of agencies in the community that provide volunteer and/or training opportunities as well as a documentation form on which they may record the performed activities and the number of hours completed.

11.1.C Determination of Exemption Status and Compliance [24 CFR 960.605(c)(3)]

(1) Opportunity Home must review and verify family compliance with service requirements annually at least 30 days before the end of the 12 month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11.1.D, Documentation and Verification.

(2) **Annual Determination**

(a) ***Determination of Exemption Status***

(i) An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

(ii) Approximately 120 days prior to the end of the lease term, Opportunity Home will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit Opportunity Home required documentation form(s).

(iii) If the family fails to submit the required documentation within the required timeframe, or Opportunity Home approved

extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11.1.E.

(b) ***Determination of Compliance***

(i) Opportunity Home must review resident family compliance with service requirements annually at least 30 days before the end of the 12 month lease term [24 CFR 960.605(c)(3)]. As part of this review, Opportunity Home must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

(ii) Approximately 120 days prior to the end of the lease term, Opportunity Home will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 calendar days to submit the Opportunity Home required documentation form(s).

(iii) If the family fails to submit the required documentation within the required timeframe, or Opportunity Home approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11.1.E, Noncompliance.

(3) **Change in Status between Annual Determinations**

(a) Exempt to Nonexempt Status

(i) If an exempt person becomes nonexempt, it is his or her responsibility to report this to the community office within 10 business days. Exempt status change will become effective immediately after Opportunity Home determination.

(ii) Within 10 business days of a family reporting such a change, Opportunity Home will make a determination.

(b) Nonexempt to Exempt Status

(i) If a nonexempt person becomes exempt, it is his or her responsibility to report this to the community office and provide documentation of exempt status within 10 business days. Nonexempt status change will become effective on the first of the month following a 30-day notice.

(ii) Within 10 business days of a family reporting such a change, Opportunity Home will make a determination.

11.1.D Documentation and Verification [24 CFR 960.605(c)(4), 960.607, Notice PIH 2016-08]

(1) Opportunity Home must retain reasonable documentation of service requirement performance or exemption in participant files.

(2) **Documentation and Verification of Exemption Status**

(a) All family members who claim they are exempt from the community service requirement will be required to sign a certification form. Opportunity Home will keep a copy in the resident file.

(b) Opportunity Home will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

(c) Opportunity Home makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with Opportunity Home's determination, they can dispute the decision through Opportunity Home's Grievance Procedure (see Chapter 14).

(3) **Documentation and Verification of Compliance**

(a) At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by Opportunity Home of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

(b) If qualifying community service activities are administered by an organization other than Opportunity Home, a family member who is required to fulfill a service requirement must provide documentation required by Opportunity Home. Opportunity Home may require a self-certification or certification from a third party [24 CFR 960.607].

(c) If Opportunity Home accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.

(d) If Opportunity Home accepts self-certification, it must validate a sample of certifications through third-party documentation. Opportunity Home must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

(e) HUD strongly encourages Opportunity Home to investigate community service compliance when there are questions of accuracy.

(i) Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. Families will be required to submit the documentation to Opportunity Home during recertification.

(ii) If Opportunity Home has reasonable cause to believe that the certification provided by the family is false or fraudulent, Opportunity Home has the right to require additional third-party verification.

11.1.E Noncompliance

(1) Noncompliant Residents

(a) The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

(b) Opportunity Home may not evict a family due to CSSR noncompliance. However, if Opportunity Home finds a tenant is noncompliant with CSSR, Opportunity Home must provide written notification to the tenant of the noncompliance which must include:

(i) A brief description of the finding of non-compliance with CSSR.

(ii) A statement that Opportunity Home will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with Opportunity Home or the family provides written assurance that is satisfactory to Opportunity Home explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR 960.607(c), Notice PIH 2015-12].

(c) The notice must also state that the tenant may request a grievance hearing on Opportunity Home's determination, in accordance with Opportunity Home's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for Opportunity Home's nonrenewal of the lease because of Opportunity Home's determination.

(i) The notice of noncompliance will be sent at least 45 days prior to the end of the lease term.

(ii) The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to rectify the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

(iii) If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before Opportunity Home will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

(iv) If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, Opportunity Home will terminate tenancy in accordance with the policies in Section 13.4.D.

(2) **Continued Noncompliance and Enforcement Documentation [24 CFR 960.607(b)]**

(a) Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, Opportunity Home is required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, Opportunity Home will provide the following procedural safeguards:

(i) Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;

(ii) Right of the tenant to be represented by counsel;

(iii) Opportunity for the tenant to refute the evidence presented by Opportunity Home, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,

(iv) A decision on the merits.

(b) Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's

termination notice. The notice will meet the requirements for termination notices described in Section 13.4.D, Form, Delivery, and Content of the Notice.

(c) The family will have 10 business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit or to request a grievance hearing.

(d) If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation [Lease, current ID, or utility bill] that the family member has actually vacated the unit before Opportunity Home will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household and evidence of the noncompliant family member's current address.

11.2 Implementation of Community Service

11.2.A Overview

(1) Opportunity Home must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in Opportunity Home's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

(2) **Opportunity Home Implementation of Community Service**

(a) Opportunity Home may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by Opportunity Home employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

(b) Opportunity Home will notify its insurance company if residents will be performing community service at Opportunity Home. In addition, Opportunity Home will ensure that the conditions under which the work is to be performed are not hazardous.

(c) If a disabled resident certifies that they are able to perform community service, Opportunity Home will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

(3) **Opportunity Home Program Design**

(a) Opportunity Home may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by Opportunity Home employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

(b) Opportunity Home will attempt to provide the broadest choice possible to residents as they choose community service activities.

(c) Opportunity Home's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. Opportunity Home will work with resident organizations and community organizations to design, implement, assess, and recalibrate its community service program.

(d) Opportunity Home will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, Opportunity Home will provide names and contacts at agencies that

can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

(e) Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in Opportunity Home's Agency Plan.

(f) Opportunity Home will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

(g) When Opportunity Home has a Resident Opportunities and Self-Sufficiency (ROSS) program, a ROSS Service Coordinator, or a Family Self-Sufficiency (FSS) program, Opportunity Home will coordinate individual training and service plans (ITSPs) with the community service requirement. Regular meetings with Opportunity Home coordinators will satisfy community service activities and Opportunity Home coordinators will verify community service hours within individual monthly logs.

Exhibit 11-1: Community Service and Self-Sufficiency Policy

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight hours per month of community service (volunteer work) or participate in eight hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definition

Community Service – community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing.
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

Note: Political activity is excluded.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training;

- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;
- Employment counseling, work placement, or basic skills training;
- Education, including higher education (junior college or college), or reading, financial, or computer literacy classes;
- Apprenticeships (formal or informal);
- English proficiency or English as a second language classes;
- Budgeting and credit counseling; or
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older;
- Is blind or a person with disabilities (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability they are unable to comply with the service provisions, or is the primary caretaker of such an individual;
- Is engaged in work activities;
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

  PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities – as it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment;
- Subsidized private sector employment;
- Subsidized public sector employment;
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- On-the-job training;

- Job search and job readiness assistance;
- Community service programs;
- Vocational educational training (not to exceed 12 months with respect to any individual);
- Job skills training directly related to employment;
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; or
- Provision of child care services to an individual who is participating in a community service program

C. Requirements of the Program

1. The eight hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight hours of activity must be performed each month, or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
    - At lease execution, all adult members (18 or older) of a public housing resident family must:
        - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
        - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
    - Upon written notice from the PHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying the number of hours.
    - If a family member is found to be noncompliant at the end of the 12-month lease term, they and the head of household will be required to sign an agreement with the housing authority to make up the deficient hours over the next 12-month period, or the lease will be terminated.
    - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.

4. Change in exempt status:
    - If, during the 12-month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
    - If, during the 12-month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
    - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
    - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Noncompliance of family member:
    - At least 30 days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or nonexempt status and compliance of family members;
    - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
        - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next 12-month period; or
        - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
    - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation

satisfactory to the PHA that the noncompliant family member no longer resides in the unit;

- The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident	Date
Resident	Date
Resident	Date
Resident	Date

Exhibit 11-2: Definition of a Person with a Disability under Social Security Acts 216(i)(l) and Section 1416 (excerpt) for Purposes of Exemption from Community Service

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term "disability" means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. *[42 U.S.C. 1382c]* (a)(1) For purposes of this title, the term "aged, blind, or disabled individual" means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if they have central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if they are blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as they are continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if they are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

Exhibit 11-3: Determination of Exemption for Community Service

Date: _____ Noncompliant Adult: _____

This adult family member meets the requirements for being exempted from Opportunity Home's community service requirement for the following reason:

- ❑ 62 years of age or older *(Documentation of age in file)*
- ❑ Is a person with disabilities and self-certifies below that they are unable to comply with the community service requirement *(Documentation of HUD definition of disability in file)*

  Tenant Certification: I am a person with disabilities and am unable to comply with the community service requirement.

Signature of Family Member	Date

- ❑ Is the primary caretaker of such an individual in the above category *(Documentation in file)*
- ❑ Is engaged in work activities *(Verification in file)*
- ❑ Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program *(Documentation in file)*
- ❑ Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which Opportunity Home is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program (Documentation in file)

Signature of Family Member	Date

Signature of Opportunity Home Official	Date

Exhibit 11-4: CSSR Work-Out Agreement

Date: _____ Noncompliant Adult: _____

Community Service & Self-Sufficiency Requirement (CSSR):

Under Section 12 of the U.S. Housing Act, San Antonio Housing Authority (Opportunity Home) is required to enforce the community service and self-sufficiency requirement (CSSR). Under the CSSR, each nonexempt adult family member residing in public housing must perform eight hours per month of community service or self-sufficiency activities.

Noncompliance:

Opportunity Home has found that the nonexempt individual named above is in noncompliance with the CSSR. This work-out agreement is Opportunity Home's written notification to you of this noncompliance.

Our records show that for the most recent lease term you were required to perform _____ hours of CSSR activities. However, there were _____ hours of verified CSSR activities. Therefore, you are in noncompliance for _____ hours.

Opportunity Home will not renew the lease at the end of the current 12-month lease term unless the head of household and noncompliant adult sign a written work-out agreement with Opportunity Home or the family provides written assurance that is satisfactory to Opportunity Home explaining that the noncompliant adult no longer resides in the unit. The regulations require that the work-out agreement include the means through which a noncompliant family member will comply with the CSSR requirement. [24 CFR 960.607(c), Notice PIH 2015-12]. The terms of the CSSR work-out agreement are on the reverse side of this page.

Enforcement:

Should a family member refuse to sign this CSSR work-out agreement, or fail to comply with the terms of this CSSR work-out agreement, or fail to provide satisfactory written assurance that the noncompliant adult no longer resides in the unit, Opportunity Home is required to initiate termination of tenancy proceedings at the end of the current 12-month lease [24 CFR 966.53(c)].

Terms of CSSR Work-Out Agreement

Noncompliant Adult: _____

Please check one of the below boxes:

❑ I [head of household or spouse/cohead] certify that the noncompliant adult named above no longer resides in the unit. [Verification attached.]

❑ I, the noncompliant adult named above, agree to complete _____ hours in the upcoming 12-month lease term. These hours include the _____ hours not fulfilled in the most previous lease term, plus the 96 hours for the upcoming lease term.

Below is a description of means through which I will comply with the CSSR requirement.

Description of Activity	Number of Hours
Total Hours	

SIGNED AND ATTESTED THIS DATE

Signature of Head of Household	Date
Noncompliant Adult, if other than HOH	Date
Signature of Opportunity Home Official	Date

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 12

TRANSFER POLICY

Chapter 12: Transfer Policy

This chapter explains Opportunity Home's transfer policy, based on HUD regulations, HUD guidance, and Opportunity Home policy decisions.

This chapter describes HUD regulations and Opportunity Home policies related to transfers in four parts:

PART 1: Emergency Transfers

This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

PART 2: Opportunity Home Required Transfers

This part describes types of transfers that may be required by Opportunity Home, notice requirements, and payment of transfer costs.

PART 3: Transfers Requested by Residents

This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

PART 4: Transfer Processing

This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

Opportunity Home may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

Opportunity Home must have specific policies in place to deal with acceptable transfer requests.

12.1 Emergency Transfers

12.1.A Overview

(1) HUD categorizes certain situations that require emergency transfers [PH Occ GB, p. 147].

(2) The emergency transfer differs from a typical transfer in that it requires immediate action by Opportunity Home.

(3) In the case of a genuine emergency, it may be unlikely that Opportunity Home will have the time or resources to immediately transfer a tenant.

(4) Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate.

(5) Under such circumstances, if an appropriate unit is not immediately available, Opportunity Home should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

12.1.B Emergency Transfers

(1) If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, Opportunity Home must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

(2) The VAWA 2013 final rule requires Opportunity Home to adopt an emergency transfer plan for victims of domestic violence, dating violence, sexual assault, or stalking.

(a) The following are considered emergency circumstances warranting an immediate transfer of the tenant or family:

(i) Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include, but are not limited to, the following:

(A) a gas leak,

(B) no heat in the building during winter,

(C) no water / serious water leaks,

(D) toxic contamination.

(ii) Opportunity Home will immediately process requests for transfers for a verified incident of domestic violence, dating violence, sexual assault, or stalking. Opportunity Home has adopted an emergency transfer plan, which is included as Exhibit 16-2 to this plan.

12.1.C Emergency Transfer Procedures

(1) If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, Opportunity Home will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.

(2) If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, Opportunity Home will transfer the resident to the first available and appropriate unit after the temporary relocation.

(3) Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

(4) If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, Opportunity Home will follow procedures outlined in Exhibit 16-2.

12.1.D Costs of Transfer

(1) Opportunity Home will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency conditions not caused by the resident.

(2) The reasonable cost of transfers includes the cost of packing, moving, and unloading, and the cost of disconnecting and reconnecting any existing resident-paid services such as telephone and cable television.

(3) Opportunity Home will reimburse the family for eligible out-of-pocket moving expenses up to Opportunity Home's established moving allowance.

(4) Opportunity Home will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, Opportunity Home will use the URA residential moving cost schedule.

12.2 Opportunity Home Required Transfers

12.2.A Overview

(1) HUD regulations regarding transfers are minimal, leaving it up to Opportunity Home to develop reasonable transfer policies.

(2) Opportunity Home may require that a resident transfer to another unit under some circumstances. Some examples include the following:

(a) Opportunity Home may require a resident to transfer to make an accessible unit available to a disabled family.

(b) Opportunity Home may also transfer a resident in order to maintain occupancy standards based on family composition.

(c) Opportunity Home may transfer residents in order to demolish or renovate the unit.

(3) A transfer that is required by Opportunity Home is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12.2.B Types of Opportunity Home Required Transfers

(1) The types of transfers that may be required by Opportunity Home, include, but are not limited to, the following:

(a) Transfers to make an accessible unit available for a disabled family,

(b) Transfers to comply with occupancy standards,

(c) Transfers for demolition, disposition, revitalization, or rehabilitation, and

(d) Emergency transfers as discussed in Part I of this chapter.

(2) Transfers required by Opportunity Home are mandatory for the tenant.

(3) Opportunity Home will not transfer any family to any particular apartment, community, neighborhood or development because of race, color, sex, religion (creed), disability, familial status, national origin, ancestry, sexual orientation, marital status, source of income, or age.

(4) Opportunity Home will not transfer residents except in accordance with this section and the Lease Agreement.

(5) **Transfers to Make an Accessible Unit Available - Administrative Category 1**

(a) When a family is initially given an accessible unit, but does not require the accessible features, Opportunity Home may require the family to

agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

(b) When a non-accessible unit becomes available, Opportunity Home will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is non-accessible.

(c) Opportunity Home may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

(6) **Occupancy Standards Transfers - Administrative Category 1**

(a) Opportunity Home may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to Opportunity Home policy [24 CFR 960.257(a)(4)].

(b) On some occasions, Opportunity Home may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies.

(c) The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

(d) Based on Opportunity Home occupancy standards, Opportunity Home may process a transfer request and move the family when a unit that meets the needs of the family is available.

(e) For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

(i) *Overcrowded*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5(1)(b). Opportunity Home staff may use the term "*under-housed*" in place of "overcrowded."

(ii) *Over-housed*: the family no longer qualifies for the bedroom size in which they are living based on Opportunity Home's occupancy standards as described in Section 5(1)(b).

(f) Opportunity Home may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on Opportunity Home's occupancy standards, when Opportunity Home determines there is a need for the transfer.

(g) Opportunity Home may elect not to transfer an over-housed family in order to prevent vacancies.

(h) A family that is required to move because of family size will be advised by Opportunity Home that a transfer is necessary and that the family has been placed on the transfer list.

(i) Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in Section 5(1)(c) will only be required to transfer if it is necessary to comply with the approved exception.

(7) **Demolition, Disposition, Revitalizations, or Rehabilitation Transfers - Administrative Category 1**

(a) These transfers permit Opportunity Home to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148].

(b) Opportunity Home will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished.

(c) In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

(8) **Mixed Finance Tax Credit Properties Over-Income - Administrative Category 1**

(a) These transfers are required to ensure that mixed finance tax credit properties remain in compliance with income requirements.

(b) Public housing residents that are over-income may be required to transfer to another public housing unit that meets the needs of the household.

(c) Opportunity Home will not cover the cost of the transfer.

(d) Residents must meet property requirements in addition to income requirements.

12.2.C Adverse Action [24 CFR 966.4(e)(8)(i)]

(1) An Opportunity Home-required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions.

(2) If the family requests a grievance hearing within the required timeframe, Opportunity Home may not take action on the transfer until the conclusion of the grievance process.

12.2.D Cost of Transfer

(1) Opportunity Home will only bear the reasonable costs of transfers that are Opportunity Home-required emergency transfers.

(2) Opportunity Home will reimburse the family for eligible out-of-pocket moving expenses up to Opportunity Home's established moving allowance.

12.2.E Relocation Plan

(1) This relocation policy will be utilized by Opportunity Home staff when Opportunity Home families are relocated due to demolition, redevelopment, or rehabilitation.

(a) Residents that are relocated may request reasonable accommodations for any disability-related needs in accordance with Exhibit 2.2: Reasonable Accommodation Policies and Procedures of this ACOP.

(2) **Relocation Planning (49 CFR 24.205(a))**

(a) Opportunity Home will ensure that all reasonable efforts will be made to minimize displacement of residents. Families will be provided a unit that is affordable, decent, safe, and sanitary.

(b) *Rehabilitation Projects*

(i) Opportunity Home will provide families the opportunity to transfer to another Public Housing community that meets the needs of the resident. Families impacted by the rehabilitation project will be offered first priority when work is completed.

(c) *Redevelopment Projects*

(i) Opportunity Home will provide families the opportunity to transfer to another Public Housing community or receive a Housing Choice Voucher. If the family elects to receive a Housing Choice Voucher, they must meet all eligibility requirements of the program.

(d) If necessary, Opportunity Home will consider the feasibility of phasing the rehab or redevelopment phases to reduce the number of families having to be relocated at a time.

(e) Opportunity Home will continue to evaluate and modify staffing based on the families' needs during a relocation project to ensure they are provided adequate support. The overall budget of the projects will include family relocation assistance.

(3) **Relocation Notices (49 CFR 24.203)**

(a) Opportunity Home will adhere to the Uniform Relocation Act and HUD Policies in notifying families of the rehabilitation, relocation or termination of a Housing Choice Voucher Landlord.

(b) All notices will be provided by mail and through additional means by email, phone and/or direct fliers to the family's residence through the duration of the project.

(c) All notices will be provided in both English and Spanish or other forms of communication in accordance with Section 2.3 of this ACOP.

(d) Opportunity Home will provide appropriate HUD brochures to families at the beginning of the proposed project.

(e) **Notice of Intent to Acquire**

(i) Opportunity Home will provide notice to families to be displaced, including those to be displaced by rehabilitation or demolition activities, prior to the commitment of federal financial assistance to the activity.

(ii) The notice will establish eligibility for relocation assistance prior to the initiation of negotiations and/or prior to the commitment of federal financial assistance (See 49 CFR 24.203(d), §24.2(a)(9)(i)(A)).

(f) **Notice of Relocation Eligibility**

(i) Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire (described in §24.203(d)), the initiation of negotiations (defined in §24.2(a)(15)), or actual acquisition, whichever occurs first.

(A) When this occurs, the Agency shall promptly notify all occupants in writing of their eligibility for applicable relocation assistance.

(ii) Opportunity Home will notify families of their relocation eligibility after receiving Board of Commissioner and/or HUD approval of the proposed project. The notice will outline the assistance the family may be eligible to receive, including program and relocation assistance options, and any next steps.

(g) **General Information Notice (49 CFR 240.203(a))**

As soon as feasible, Opportunity Home will notify families to be displaced with a general notice that provides the following information:

(i) Informs the family that they may be displaced for the project and generally describes the relocation payment(s), the basic conditions of eligibility, and the procedures for obtaining the payment(s);

(ii) Informs the family that they will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the displaced person successfully relocate;

(iii) Informs the family that they will not be required to move without at least 90 days advance written notice and informs the family that they cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;

(iv) Informs the family that any person who is an ineligible citizen is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as defined in §24.208(h); and

(v) Describes the family's right to appeal Opportunity Home's determination as to a person's eligibility for relocation assistance.

(h) **Notice of Relocation**

(i) Opportunity Home will use a 90-day written notice to advise impacted families of when they will be required to move.

(A) The 90-day notice will either specify a specific date by which the family may be required to move or state that the family will receive a further notice indicating, at least 30 days in advance, the specific date by which the family must move.

(B) If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such dwelling is made available (see § 24.204(a).

(ii) Opportunity Home will issue additional notice in the form of 60-day and 30-day notices to advise impacted families of the upcoming deadline to move.

(iii) In unusual circumstances, a family may be required to vacate the property on less than 90 days advance written notice if Opportunity Home determines that a 90-day notice is impracticable, such as when the family's continued occupancy of the property would constitute a substantial danger to health or

safety. A copy of Opportunity Home's determination will be included in the family's resident file.

(4) **Relocation Advisory Services (49 CFR §24.205)**

(a) Opportunity Home will contact each impacted family to discuss their needs, costs, preferences and concerns. Opportunity Home will document all communication with the families to ensure proper follow up.

(b) **Coordination**

(i) Opportunity Home will continue to partner with agencies in the San Antonio community to coordinate families' needs and ensure a smooth transition during the relocation process.

(c) **Consultation with Families**

(i) Opportunity Home will meet with families prior to seeking approval of rehabilitation or redevelopment of communities that require relocation. Upon approval of the proposed projects, Opportunity Home will continue to meet with families on a regular basis to allow them the opportunity to ask questions and provide feedback on the project, and for Opportunity Home staff to provide updates. Meetings will be scheduled at different times and days to provide multiple opportunities for families to attend.

(d) **Determining Resource Needs**

(i) Opportunity Home will conduct on-site assessments to determine each family's needs. Assessments will be on-going to ensure families' needs, such as relocation payments and connection to local resources, are met prior, during and after relocation.

(ii) During assessments, Opportunity Home will inform families of:

(A) Any potential eligibility requirements for relocation and/or the replacement dwelling, and procedures for obtaining such assistance;

(B) Current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings;

(C) Information that the family cannot be required to move unless at least one comparable replacement dwelling is made available (49 CFR §24.204(a)).

(e) **Services to be Provided**

(i) Where feasible, the replacement dwelling shall be inspected prior to being made available to assure that it meets applicable standards (49 CFR §24.2(a)(8)).

(A) If such an inspection is not made, the Agency will notify the family that a replacement housing payment may not be made unless the replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary.

(ii) Opportunity Home will offer all persons transportation to inspect housing to which they are referred.

(5) **Relocation Payments (49 CFR 24.301(a))**

(a) Opportunity Home families will be provided the following options for relocation assistance payments:

(i) Opportunity Home will pay the contractor to move the families to a new unit. Families will not receive any direct payment.

(ii) Families will provide Opportunity Home receipts from their move. Opportunity Home will review the receipts and determine if the costs were reasonable. Families will be reimbursed for reasonable expenses after they move into the new unit.

(iii) Opportunity Home will provide the family a relocation payment based on URA published rates. Payments will be made available when the family has accepted a new Public Housing unit or has submitted the Request for Tenancy Approval in the Housing Choice Voucher Program.

12.3 Transfers Requested by Tenants

12.3.A Overview

(1) HUD provides Opportunity Home with discretion to consider transfer requests from tenants. The only requests that Opportunity Home is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of Opportunity Home. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by Opportunity Home.

(2) Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

12.3.B Types of Resident Requested Transfers

The types of requests for transfers that Opportunity Home will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to Opportunity Home's occupancy standards. No other transfer requests will be considered by Opportunity Home.

Opportunity Home will consider the following as high priority transfer requests:

(1) **Member's Life is Threatened and/or VAWA - Emergency**

When Opportunity Home has been presented with a claim of a specific threat or status as a victim of domestic violence, dating violence, sexual assault, or stalking.

See 16.7.D for necessary VAWA Documentation.

(2) **Member is Witness to Crime - Administrative Category 1**

When there has been a verified threat assessment from law enforcement indicating that a family member is the actual or potential victim of a criminal attack due to being a witness to a crime or retaliation for testimony.

(3) **Member is Victim of Hate Crime or Harassment - Administrative Category 1**

When there has been a verified threat assessment from law enforcement indicating that a family member is a victim of a hate crime or extreme harassment.

(4) **Verified Medical problems - Administrative Category 1**

When a transfer is needed to alleviate verified medical problems of serious or life-threatening nature.

(5) **504 Accessible Unit - Administrative Category 1**

When a family requests a transfer to a 504 accessible unit.

(6) **Reasonable Accommodation - Administrative Category 1**

When a family requests a transfer as a reasonable accommodation.

Opportunity Home will consider the following as regular priority transfer requests:

(7) **Split Family - Administrative Category 2**

When a family's composition has increased due to the addition of children through birth, adoption or court-awarded custody and the family exceeds occupancy standards for the largest unit available on-site, the family can be offered a split transfer into two units.

Based on the most recent lease, each new family must have one adult listed as its household head and that household head must be legally capable of executing a lease.

(8) **Request for Larger Unit Size - Administrative Category 2**

When a family requests a larger bedroom size unit even though the family does not meet Opportunity Home's definition of overcrowded, as long as the family meets Opportunity Home's occupancy standards for the requested size unit.

Transfers requested by the resident are considered discretionary for the resident.

12.3.C Incentive Transfers

(1) A resident with documented good rental history may request to move to a new or recently modernized unit if the resident meets the following eligibility requirements:

(a) Must be a Public Housing resident for at least two years;

(b) Must demonstrate a positive rent paying history;

(c) Has a history of prompt rental payments for a period of two years;

(d) Current on rental payments;

(e) Must have a good housekeeping record and satisfactorily passed all housekeeping inspections for a period of two years; and

(f) Head of Household and/or spouse must have maintained full-time employment for one year.

(i) Retirement and Disability payments will be considered employment.

(2) Must meet additional eligibility requirements for the designated property, if applicable.

(3) **Incentive Properties:**

- (a) The Alhambra
- (b) San Juan Square I, II, & III
- (c) Converse Ranch I & II
- (d) Hemisview Village
- (e) Refugio Place
- (f) Sutton Oaks I & II
- (g) Midcrown Senior Pavilion
- (h) Marie McGuire

(4) Incentive properties will only be offered to public housing participants who qualify for an incentive transfer or for new admission participants who listed the incentive property as a preferred development.

12.3.D Legacy at Alazan Anti-Displacement

(1) A resident may request to move to Legacy at Alazan during the initial lease-up if they meet the following eligibility requirements in addition to the requirements in section 12.3.E:

- (a) Must be a Public Housing resident currently residing in Alazan-Apache Courts for at least two years;
- (b) Must have a good rental history;
- (c) Must meet additional eligibility requirements for Legacy at Alazan, if applicable.

12.3.E Eligibility for Transfer

(1) Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, Opportunity Home may establish other standards for considering a transfer request [PH Occ GB, p. 150].

(a) Except where reasonable accommodation or an emergency transfer is being requested, Opportunity Home will only consider transfer requests from residents that meet the following requirements:

(i) Must be a Public Housing resident for at least one year;

(ii) Have not engaged in criminal activity that threatens the health and safety of residents and staff;

(iii) Owe no back rent or other charges, or have a pattern of late payment;

(A) *A pattern of late payment* is established as three late payments in the previous 12 months.

(iv) Have no housekeeping lease violations or history of damaging property; and

(A) A resident with a housekeeping lease violation will not be transferred until the resident passes a follow-up housekeeping inspection.

(v) Can get utilities turned on in the name of the head of household or other adult 18 years and older (applicable only to properties with resident-paid utilities).

(vi) Must agree, upon acceptance of a transfer unit offer, to promptly vacate the unit and adhere to all move-out and account settlement procedures specified within the Public Housing Lease.

(vii) If the family has not fully vacated the unit after three business days from signing the new Lease, Opportunity Home will take possession of the previous dwelling unit. Any items, trash or debris remaining within the unit will be subject to removal and cleaning fees as specified in the Lease.

(b) If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

(c) **Split Family Transfer**

(i) The moving family will be required to pay the applicable deposit.

(ii) The new Head of Household must be a resident of the unit for at least two years.

(iii) The new Head of Household must be legally capable of executing a lease.

(iv) The reason for the family split must be due to the addition of children through birth, adoption, or court-awarded custody.

12.3.F Security Deposits

(1) When a family transfers from one unit to another, Opportunity Home will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

(2) When a family is transferred to a third-party managed unit, the resident will be required to pay a security deposit directly to the third-party management company. The resident will be required to pay all amounts in full for damages to the original unit beyond reasonable wear and tear.

12.3.G Cost of Transfer

(1) Opportunity Home must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2010-26].

(a) The resident will bear all of the costs of transfers they request. However, Opportunity Home will bear the transfer costs when the transfer is done as a reasonable accommodation.

12.3.H Handling of Requests

(1) Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

(2) In case of a reasonable accommodation transfer, Opportunity Home will encourage the resident to make the request in writing using a reasonable accommodation request form. However, Opportunity Home will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

(3) Opportunity Home will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family such as documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with Section 16(7)(d) of this ACOP.

(4) If the family does not meet the "good record" requirements under Section 16(3)(d), the manager will address the problem and, until resolved, the request for transfer will be denied.

(5) Opportunity Home will respond within 10 business days of the submission of the family's request. If Opportunity Home denies the request for transfer, the family will be informed of its grievance rights.

12.4 Transfer Processing

12.4.A Overview

(1) Generally, families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience inequitable treatment.

12.4.B Transfer list

(1) Opportunity Home will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

(2) Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

(3) Transfers will be processed in the following category order and according to time and date:

- (a) Emergency Transfers
  - (i) Unit's condition threatens resident's life/health/safety
  - (ii) Resident's life is threatened or due to VAWA status
- (b) Administrative Category - 1
  - (i) Resident is a witness to a crime
  - (ii) Resident is a victim of a hate crime or harassment
  - (iii) Verified medical problem (non-life-threatening)
  - (iv) Reasonable Accommodation
  - (v) Transfer to make an accessible unit available
  - (vi) Demolition, Disposition, or Rehabilitation
  - (vii) Mixed Finance Tax Credit Properties Over-Income (or to meet property requirements)
  - (viii) Opportunity Home-Required Occupancy Standards Transfer - Overcrowded
- (c) Administrative Category - 2
  - (i) Resident-Requested Occupancy Standards Transfer
  - (ii) Split Family

(4) Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

(5) With the approval of the executive director, Opportunity Home may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

(6) Demolition and renovation transfers will gain the highest priority as necessary to allow Opportunity Home to meet the demolition or renovation schedule.

(7) Transfers will take precedence over waiting list admissions.

12.4.C Transfer Offer Policy

(1) Opportunity Home will offer a unit based on the transfer request.

(2) The resident will have three business days to accept or refuse the offer.

(3) The resident may refuse the unit offer for *good cause* only. Reasons for good cause can be found in the following section.

(4) When the transfer is required by Opportunity Home, the refusal of that offer without good cause will result in lease termination.

(5) When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer, unless a reasonable accommodation or accessible unit transfer is requested and approved.

12.4.D Good Cause for Unit Refusal

(1) Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

(a) The family demonstrates to Opportunity Home's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program; or take a child out of daycare or an educational program for children with disabilities.

(b) The family demonstrates to Opportunity Home's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement

agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16(7)(d) of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

(d) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

(e) The unit has lead-based paint and the family includes children under the age of six.

(2) Opportunity Home will require documentation of good cause for unit refusals.

12.4.E Deconcentration

(1) If subject to deconcentration requirements, Opportunity Home will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve Opportunity Home's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

12.4.F Reexamination Policies for Transfers

(1) Opportunity Home will not perform a new annual reexamination if the family transfers to a new unit.

12.4.G Eligibility for Continued Occupancy

(1) In order to maintain eligibility for continued occupancy throughout a transfer, the family must:

(a) Qualify as a family and meet all other continuing eligibility criteria as specified in Chapter 9 of this policy;

(b) Comply fully with all resident obligations and responsibilities for vacating the unit as described in the Public Housing Lease;

(c) Not owe any back rent, fees, or charges for move-out damages to the previous unit, a repayment agreement may be offered at Opportunity Home's discretion based on the policies outlined in 16.3.B.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 13

LEASE TERMINATIONS

Chapter 13: Lease Terminations

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

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

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

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

PART 1: Termination by Tenant

This part discusses Opportunity Home requirements for voluntary termination of the lease by the family.

PART 2: Termination by Opportunity Home - Mandatory

This part describes circumstances when termination of the lease by Opportunity Home is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements.

PART 3: Termination by Opportunity Home - Other Authorized Reasons

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

PART 4: Notification Requirements

This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and Opportunity Home policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

13.1 Termination by Tenant

13.1.A Tenant Chooses to Terminate the Lease [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

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

(a) If a family desires to move and terminate their tenancy with Opportunity Home, they must give at least 30 calendar days advance written notice to Opportunity Home of their intent to vacate. When a family must give less than 30 days notice due to circumstances beyond their control Opportunity Home, at its discretion, may waive the 30-day requirement.

(i) If a family desires to terminate tenancy in order to move to voucher-assisted housing with Opportunity Home, the family must notify the property office of their transition to Opportunity Home Assisted Housing Programs.

(b) The *Notice of Intent to Vacate* must be signed by the head of household, spouse, or cohead.

(c) The family must leave a forwarding address.

13.2 Termination by Opportunity Home – Mandatory

13.2.A Overview

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

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

13.2.B Failure to Provide Consent [24 CFR 960.259(a) and (b)]

(1) Opportunity Home must terminate the lease if any family member fails to sign and submit any consent form they are required to sign for any reexamination.

See Chapter 7 for a complete discussion of consent requirements.

13.2.C Failure to Document Citizenship [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

(1) Opportunity Home must terminate the lease if

(a) A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;

(b) A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or

(c) A family member, as determined by Opportunity Home, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

(i) Such termination must be for a period of at least 24 months.

(ii) This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13.2.D Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2018-24]

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

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

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

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

13.2.E Failure to Accept Opportunity Home's Offer of a Lease Revision [24 CFR 966.4(l)(2)(ii)(E)]

(1) Opportunity Home must terminate the lease if the family fails to accept Opportunity Home's offer of a lease revision to an existing lease, provided Opportunity Home has done the following:

(a) The revision is on a form adopted by Opportunity Home in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.

(b) Opportunity Home has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.

(c) Opportunity Home has specified in the offer a reasonable time limit within that period for acceptance by the family.

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

13.2.F Methamphetamine Conviction [24 CFR 966.4(l)(5)(i)(A)]

(1) Opportunity Home must immediately terminate the lease if Opportunity Home determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Part 13.3.B below for the HUD definition of premises.

13.2.G Lifetime Registered Sex Offenders [Notice PIH 2012-28]

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

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

13.2.H Noncompliance with Community Service Requirements [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

(1) Opportunity Home is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

13.2.I Death of a Sole Family Member [Notice PIH 2012-4]

(1) Opportunity Home must immediately terminate the lease following the death of the sole family member.

13.3 Termination by Opportunity Home – Other Authorized Reasons

13.3.A Overview

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

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

(3) Opportunity Home also has the option to terminate the tenancies of certain over-income families.

(4) Opportunity Home may consider alternatives to termination and must establish policies describing the criteria Opportunity Home will use when deciding what action to take, the types of evidence that will be acceptable, and the steps Opportunity Home must take when terminating a family's lease.

13.3.B Mandatory Lease Provisions [24 CFR 966.4(l)(5)]

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

(2) ***Definitions [24 CFR 5.100]***

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

(a) *Affiliated individuals are* defined in section 16.7.B.

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

(c) *Dating violence* is defined in section 16.7.B.

(d) *Domestic violence* is defined in section 16.7.B.

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

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

(g) *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.

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

(i) *Other person under the tenant's control* means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has 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 legitimate commercial purposes is not under the tenant's control.

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

(k) *Sexual assault* is defined in section 16.7.B.

(l) *Stalking* is defined in section 16.7.B.

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

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

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

(b) Opportunity Home will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, as defined by Opportunity Home's Screening Criteria Grid in Section 3.3.E.

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

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

(e) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

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

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

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

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

(d) If at any time in between recertification, Opportunity Home has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or Opportunity Home employees, Opportunity Home may require the participant to sign a release to run a criminal history report.

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

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

(g) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

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

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

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

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

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

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

(e) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

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

(a) Opportunity Home must establish standards that allow termination of tenancy if Opportunity Home determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the

health, safety, or right to peaceful enjoyment of the premises by other residents.

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

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

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

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

(f) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

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

(a) Opportunity Home must establish standards that allow termination of tenancy if Opportunity Home determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

(b) Opportunity Home will terminate the lease if Opportunity Home determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation from drug or alcohol dependence.

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

(d) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

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

(a) HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [24 CFR 5.2005(c)(1)].

The following violations of tenant obligations under the lease are considered serious violations and **may** result in termination of tenancy:

(b) Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

(c) Repeated late payment of rent or other charges. Four late payments within a 12-month period shall constitute a repeated late payment.

(d) Failure to fulfill the following household obligations that results in three lease violations in a 12-month period:

(i) Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member;

(ii) Not to provide accommodations for boarders or lodgers;

(iii) To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose;

(iv) To abide by necessary and reasonable Opportunity Home regulations for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease;

(v) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(vi) To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition;

(vii) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

(viii) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities including elevators;

(iv) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;

(x) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest; and

(xi) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

(e) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

13.3.C Other Authorized Reasons for Termination [24 CFR 966.4(l)(2) and (5)(ii)(B)]

(1) HUD authorizes Opportunity Home to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

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

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

Opportunity Home **will** terminate the lease for the following reasons:

(i) *Fugitive Felon or Parole Violator.* If a tenant is fleeing or harboring an individual who is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt

to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

(ii) *Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

(iii) Discovery of facts after admission to the program that would have made the tenant ineligible.

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

(v) Failure to furnish such information and certifications regarding family composition and income as may be necessary for Opportunity Home to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size.

(vi) If Opportunity Home is notified of any household member convicted for engaging in any criminal activities as defined in Opportunity Home's Screening Criteria Grid in 3.3.E.

(vii) If the family has breached the terms of a repayment agreement entered into with Opportunity Home.

The following are considered serious violations and **may** result in termination of tenancy:

(vii) Failure to transfer to an appropriate size dwelling unit based on family composition when required by Opportunity Home and upon appropriate notice when such a dwelling unit is available.

(viii) Failure to permit access to the unit by Opportunity Home after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.

(ix) Failure to promptly inform Opportunity Home in writing of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

(x) Failure to abide by the provisions of the Opportunity Home pet policy.

(xii) If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

(xiii) If a household member has engaged in or threatened violent or abusive behavior toward Opportunity Home personnel.

(A) *Abusive or violent behavior* towards Opportunity Home personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

(B) *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(e) In making its decision to terminate the lease, Opportunity Home will consider alternatives as described in Section 13.3.D and other factors as described in Sections 13.3.E and 13.3.F. Upon consideration of such alternatives and factors, Opportunity Home may, on a case-by-case basis, choose not to terminate the lease.

(3) **Family Absence from Unit**

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

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

(ii) The family must promptly notify Opportunity Home when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 45 consecutive days. In such a case promptly means within 10 business days of the start of the extended absence.

(iii) If a family is absent from the public housing unit for more than 45 consecutive days, and the family does not adequately verify that they are living in the unit, Opportunity Home will terminate the lease for other good cause.

(iv) *Abandonment of the unit.* If the family appears to have vacated the unit without giving proper notice, Opportunity Home will

follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, Opportunity Home will secure the unit immediately to prevent vandalism and other criminal activity.

(4) **Over-Income Limit Rule [24 CFR 960.507, 960.509, 5.520, 5.628, 960.102, 960.206, 960.253, 960.601, 964.125, and 966.4; 88 FR 9600 § 103; Notice PIH 2023-03; HOTMA 103 FAQs, December 2024]**

(a) After a family's annual income has exceeded 120 percent of the area median income (AMI) for 24 consecutive months (grace period), Opportunity Home must take one of the following actions:

(i) Terminate the family's tenancy no later than six months after the final notice confirming that the family has been over-income for 24 consecutive months; or

(ii) Charge as the alternative rent for the unit occupied by the non public housing over-income family (NPHOI) the greater of:

(A) the applicable fair market rent (FMR) for a dwelling unit in the same market area of the same size, or

(B) the amount of monthly subsidy for the unit.

(b) After a family's annual income has exceeded 120 percent of the AMI for 24 consecutive months, Opportunity Home will terminate the family's tenancy.

(c) If the family's annual income exceeds the Over-Income (OI) Limit, the family must be notified up to a total of three times. If proper notice is not given, Opportunity Home is required to continue to allow the family to stay in the unit until all three notices have been given.

(i) In accordance with 24 CFR 960.507(c)(1), Opportunity Home must provide written notice to the OI family no later than 30 days after Opportunity Home's initial determination, stating that the family has exceeded the OI limit as determined pursuant to an annual reexamination or an interim reexamination. The 24 consecutive month grace period begins on the date Opportunity Home notifies the family (for example, the post date of the notice). The notice must state that:

(A) The family has exceeded the over-income limit, and

(B) Continuing to exceed the over-income limit for a total of 24 consecutive months will result in Opportunity Home following its continued occupancy policy for over-income families in

accordance with 24 CFR 960.507(d). See 24 CFR 960.507(c)(1) for more information.

(c) Opportunity Home must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. However, the 24-month grace period does not restart if required notices do not include grievance rights.

(ii) If Opportunity Home determines the family has continued to exceed the over-income limit for 12 consecutive months after the initial OI determination, Opportunity Home must provide written notification pursuant to 24 CFR 960.507(c)(2) no later than 30 days after Opportunity Home's income examination that led to the 12-month over-income determination. The notice must state that:

(A) The family's income has exceeded the over-income limit for 12 consecutive months, and

(B) Continuing to exceed the over-income limit for the next 12 consecutive months will result in the family termination of their tenancy.

(iii) If Opportunity Home determines the family has continued to exceed the over-income limit for 24 consecutive months after the initial OI determination, then Opportunity Home must provide written notification pursuant to 24 CFR 960.507(c)(3) no later than 30 days after Opportunity Home's income examination that led to the 24-month over-income determination. The notice must state that:

(A) The family's income has exceeded the over-income limit for 24 consecutive months, and

(B) Opportunity Home will terminate the family's tenancy (in no more than six months).

(d) If Opportunity Home becomes aware, through an annual/interim reexamination, that a family has reached the over-income limit, that will be the starting point for the 24 consecutive month grace period.

(e) If the family submits a decrease in income which demonstrates that the family's income has dropped below the over-income limit, the family is no longer considered over-income.

(i) After an over-income family has exceeded the grace period, the family may request an interim reexamination, but a decrease in income and the family's rent will not reset the period before termination or enable the family to avoid termination.

(ii) If Opportunity Home becomes aware that the family's income has increased, through an interim/annual reexamination, to an amount that exceeds the over-income limit, the family would begin a new 24 consecutive month grace period.

(f) Opportunity Home may consider special circumstances for exemptions from over-income requirements in accordance with the 1937 Act and Fair Housing.

(g) Opportunity Home must implement all relevant policy changes by June 14, 2023.

(h) Notice PIH 2023-03(HA) also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size. Please reference the chart below for the over-income limits.

Over-Income Limits Effective 4/1/2025	
Family Size	**Over-income Limit**
1	$81,240
2	$92,760
3	$104,400
4	$115,920
5	$125,280
6	$134,520
7	$143,760
8	$153,120
9	$162,360
10	$171,600

13.3.D Alternatives to Termination of Tenancy

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

(a) As an alternative to termination of the lease for criminal activity or alcohol abuse, HUD provides that Opportunity Home may consider exclusion of the culpable household member. Such an alternative can

be used for any other reason where such a solution appears viable in accordance with Opportunity Home policy.

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

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

(ii) As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon Opportunity Home request.

(2) **Repayment of Family Debts**

(a) If a family owes amounts to Opportunity Home or Opportunity Home-managed properties, as a condition of continued occupancy, Opportunity Home will require the family to repay the full amount or to enter into a repayment agreement within 14 days of receiving notice from Opportunity Home of the amount owed for cases of rent underpayments by the tenant caused by under-reported or unreported income. Exceptions to this policy may be made on a case by case basis. *See Chapter 16 for policies on repayment agreements.*

13.3.E Criteria for Deciding to Terminate Tenancy

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

(2) **Evidence [24 CFR 966.4(l)(5)(iii)(A)]**

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

(i) Opportunity Home will use the preponderance of the evidence as

the standard for making all termination decisions.

(A) *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(ii) Opportunity Home will be responsible for producing evidence strong enough to warrant an eviction for the following violation(s):

(A) Violent criminal activity, drug-related criminal activity on or off the premises or other criminal activity by a household member that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Opportunity Home employees;

(B) Abuse or pattern of alcohol abuse by a household member, guest or other person under the resident's control that poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents.

(C) A material violation of the lease by any resident, guest or other person under the resident's control.

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

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

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

(i) Opportunity Home will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

(A) The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property.

(B) The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F)

a victim of domestic violence, dating violence, sexual assault, or stalking.

(C) The effects that the eviction will have on other family members who were not involved in the action or failure to act.

(D) The effect on the community of the termination, or of Opportunity Home's failure to terminate the tenancy.

(E) The effect of Opportunity Home's decision on the integrity of the public housing program.

(F) The demand for housing by eligible families who will adhere to lease responsibilities.

(G) The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.

(H) The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future.

(ii) While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, Opportunity Home may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. Opportunity Home may also consider:

(A) Any statements made by witnesses or the participant not included in the police report;

(B) Whether criminal charges were filed;

(C) Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and

(D) Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity.

(iii) Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

(iv) In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

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

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

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

(ii) For this purpose Opportunity Home will require the tenant to submit evidence of the household member's successful completion of a supervised drug or alcohol rehabilitation program.

(5) **Reasonable Accommodation [24 CFR 966.7]**

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

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

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

(a) Opportunity Home's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13.3.F Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

(1) This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual

assault, or stalking. For general VAWA requirements and Opportunity Home policies pertaining to notification, documentation, and confidentiality, see section 16.7 of this ACOP, where definitions of key VAWA terms are also located.

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

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

(b) VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13]. Additionally, property damage and noise complaints due to abuse cannot be used as the basis for eviction [Form HUD-5380].

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

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

(i) VAWA does not limit Opportunity Home's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that Opportunity Home does not subject the victim to a more demanding standard than the standard to which it holds other tenants.

(ii) VAWA does not limit Opportunity Home's authority to terminate the tenancy of any public housing tenant if Opportunity Home can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

(b) HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in

death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

(i) The duration of the risk;

(ii) The nature and severity of the potential harm;

(iii) The likelihood that the potential harm will occur; and

(iv) The length of time before the potential harm would occur [24 CFR 5.2005(e)].

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

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

(A) Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;

(B) Whether the threat is a physical danger beyond a speculative threat;

(C) Whether the threat is likely to happen within a short period of time; and

(D) Whether the threat to other tenants or employees can be eliminated in some other way such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

(ii) If the tenant wishes to contest Opportunity Home's determination

that they are an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

(4) **Documentation of Abuse [24 CFR 5.2007]**

(a) When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, Opportunity Home will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16.7.D of this ACOP.

(b) Opportunity Home reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.

(5) **Terminating or Evicting a Perpetrator of Domestic Violence**

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

(b) Specific lease language affirming Opportunity Home's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if Opportunity Home chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that Opportunity Home must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. However, perpetrators should be given no more than 30 days' notice of termination in most cases [Notice PIH 2017-08].

(c) Opportunity Home will bifurcate a family's lease and terminate the tenancy of a family member if Opportunity Home determines that the

family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

(d) In making its decision, Opportunity Home will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to Opportunity Home by the victim in accordance with this section and section 16.7.D. Opportunity Home will also consider the factors in section 13.3.E. Upon such consideration, Opportunity Home may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

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

13.4 Notification Requirements, Eviction Procedures and Record Keeping

13.4.A Overview

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

13.4.B Conducting Criminal Records Checks [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

(1) HUD authorizes Opportunity Home to conduct criminal records checks on public housing residents for lease enforcement and eviction. Opportunity Home policy determines when Opportunity Home will conduct such checks.

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

(2) Opportunity Home may not pass along to the tenant the costs of a criminal records check.

13.4.C Disclosure of Criminal Records to Family [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

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

and relevance of the information before an eviction or lease enforcement action is taken.

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

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

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

13.4.D Lease Termination Notice [24 CFR 966.4(l)(3)]

(1) Form, Delivery, and Content of the Notice

(a) Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine Opportunity Home documents directly relevant to the termination or eviction. If Opportunity Home does not make the documents available for examination upon request by the tenant, Opportunity Home may not proceed with the eviction [24 CFR 996.4(m)].

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

(c) When Opportunity Home is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the

termination. It must specify the judicial eviction procedure to be used by Opportunity Home for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Opportunity Home, or for a drug-related criminal activity on or off the premises.

(i) Opportunity Home will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such an attempt fails, the notice will be sent by certified mail the same day.

(ii) All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, or stalking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13.3.F and 16.7.D.

(iii) The Notice to Vacate (NTV) may be combined with or run concurrently with the Notice of Lease Termination. The NTV must be in writing and specify that if the resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against the resident and he/she may be required to pay court costs and attorney fees.

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

(a) Opportunity Home must give written notice of lease termination of:

(i) Fourteen calendar days in the case of failure to pay rent;

(ii) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days); and

(A) If the health or safety of other residents, Opportunity Home employees or persons residing in the immediate vicinity of the premises is threatened;

(B) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; and

(C) If any member of the household has been convicted of a felony.

(iii) Thirty calendar days in any other case, except that if a state or local law allows a shorter notice period, such a shorter period shall apply.

(b) Opportunity Home will give the written notice with the following time periods:

(i) Three days if the health or safety of other residents, Opportunity Home employees or persons residing in the immediate vicinity of the premises is threatened; if any household member has been convicted of a felony; or if any household member has engaged in any drug-related criminal activity or violent criminal activity on or off the premises;

(ii) Fourteen days for nonpayment of rent or chronic late payment;

(iii) Thirty days in all other cases; and

(iv) Final Notice to Vacate (3-Day) for 14-Day Notice and 30-Day Notice.

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

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

(a) When Opportunity Home finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11.1.E.

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

(ii) If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11.1.E and will also serve as the notice of termination of tenancy.

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

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

13.4.E Eviction [24 CFR 966.4(l)(4) and 966.4(m)]

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

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

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

(c) The resident will pay to Opportunity Home all court costs, reasonable attorney fees and other expenses in enforcing or defending the lease and in recovering possession of the premises, unless the resident prevails in such legal action.

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

13.4.F Notification to Post Office [24 CFR 966.4(l)(5)(iii)(B)]

(1) When Opportunity Home evicts an individual or family for criminal activity, including drug-related criminal activity, Opportunity Home must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13.4.G Record Keeping

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

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

(i) Name of resident, number and identification of unit occupied;

(ii) Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;

(iii) Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905);

(iv) Date and method of notifying the resident; and

(v) Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

(b) All criminal records received will be maintained confidentially and not misused or improperly disseminated.

(c) All criminal records, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the CEO.

(d) Misuse of the above information by any employee will be grounds for discipline. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.

(e) The criminal history record will be shredded after the final determination is made.

(f) Opportunity Home will document the outcome of the criminal record in the resident file, but will not specify criminal history information in the file.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 14

GRIEVANCES AND APPEALS

Chapter 14: Grievances and Appeals

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

PART 1: Informal Hearings for Public Housing Applicants

This part outlines the requirements and procedures for informal hearings for public housing applicants.

PART 2: Informal Hearings with Regard to Noncitizens

This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

PART 3: Grievance Procedures for Public Housing Residents

This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not Opportunity Home's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

14.1 Informal Hearings for Public Housing Applicants

14.1.A Overview

(1) When Opportunity Home makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in 14.2). This part discusses Opportunity Home policies necessary to respond to applicant appeals through the informal hearing process.

14.1.B Informal Hearing Process [24 CFR 960.208(a) and PH Occ GB, p. 58]

(1) Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under Opportunity Home grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

(2) Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

(3) **Use of Informal Hearing Process**

(a) While Opportunity Home must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, Opportunity Home could make the informal hearing process available to applicants who wish to dispute other Opportunity Home actions that adversely affect them.

(b) Opportunity Home will only offer informal hearings to applicants for the purpose of disputing denials of admission.

(4) **Notice of Denial [24 CFR 960.208(a)]**

(a) Opportunity Home must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for Opportunity Home decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

(b) When denying eligibility for admission, Opportunity Home must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence Against Women Reauthorization Act of 2013, and as outlined

in 16.7.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

(c) Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3.3.G for details concerning this requirement.

(5) **Scheduling an Informal Hearing**

(a) A request for an informal hearing must be made in writing and delivered to Opportunity Home either in person or by first class mail, by fax, or by email, by the close of the business day, no later than 10 business days from the date of Opportunity Home's notification of denial of admission.

(b) Opportunity Home will schedule and send written notice of the informal hearing within 10 business days of the family's request.

(c) Opportunity Home may hold an informal conference with the applicant family to attempt to resolve the matter to Opportunity Home and family's satisfaction. If the issue is not resolved, Opportunity Home will move forward with scheduling the informal hearing.

(d) The informal hearing will be scheduled in accordance with provisions for applicant families under the Opportunity Home Grievance Procedure.

(6) **Conducting an Informal Hearing**

(a) The informal hearing will be conducted by the Informal Hearing Officer, a person other than the one who made or approved the decision under review, or a subordinate of this person.

(b) The applicant will be provided an opportunity to present written or oral objections to the decision of Opportunity Home.

(c) The person conducting the informal hearing will make a recommendation to Opportunity Home, but Opportunity Home is responsible for making the final decision as to whether admission should be granted or denied.

(d) The informal hearing will be conducted in accordance with provisions for applicant families under the Opportunity Home Grievance Procedure.

(7) **Remote Informal Hearings [Notice PIH 2020-32]**

(i) There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

(8) **Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

(i) As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

(ii) If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

(iii) Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

(9) **Conducting Remote Informal Hearings [Notice PIH 2020-32]**

(i) The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not

have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

(ii) As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

(iii) The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

(7) Informal Hearing Decision [PH Occ GB, p. 58]

(a) Opportunity Home will notify the applicant of Opportunity Home's final decision, including a brief statement of the reasons for the final decision.

(b) In rendering a decision, Opportunity Home will evaluate the following matters:

(i) Whether or not the grounds for denial were stated factually in the notice.

(ii) The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in Opportunity Home policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

(iii) The validity of the evidence. Opportunity Home will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, Opportunity Home will uphold the decision to deny admission.

(iv) If the facts prove the grounds for denial, and the denial is discretionary, Opportunity Home will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

(c) Opportunity Home will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal hearing, to the applicant and their representative, if any.

(d) If the informal hearing decision overturns the denial, eligibility processing will resume.

(e) If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

(f) Informal hearing decisions will be made in accordance with provisions for applicant families under the Opportunity Home Grievance Procedure.

(8) **Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]**

(a) Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and Opportunity Home must consider such accommodations. Opportunity Home must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

14.2 Informal Hearings with Regard to Noncitizens

14.2.A Hearing and Appeal Provisions for Noncitizens [24 CFR 5.514]

(1) Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

(2) Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while Opportunity Home hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

(3) A decision against a family member, issued in accordance with the USCIS appeal process or Opportunity Home informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

(4) **Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

(a) As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

(i) That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.

(ii) The family may be eligible for proration of assistance.

(iii) In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].

(iv) That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.

(v) That the family has a right to request an informal hearing with Opportunity Home either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

(vi) For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

(5) **United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]**

(a) When Opportunity Home receives notification that the USCIS secondary verification failed to confirm eligible immigration status, Opportunity Home must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide Opportunity Home with a copy of the written request for appeal and proof of mailing.

(i) Opportunity Home will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

(ii) The family must provide Opportunity Home with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

(b) The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

(c) The USCIS will notify the family, with a copy to Opportunity Home, of its decision. When the USCIS notifies Opportunity Home of the decision, Opportunity Home must notify the family of its right to request an informal hearing.

(i) Opportunity Home will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

(6) **Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**

(a) After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that Opportunity Home provide a hearing. The request for a hearing must be made either within 30 days of receipt of Opportunity Home notice of denial, or within 30 days of receipt of the USCIS appeal decision.

(b) The informal hearing procedures for applicant families are described below.

(c) ***Informal Hearing Officer***

(i) Opportunity Home must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

(d) ***Evidence***

(i) The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of Opportunity Home pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

(A) The family will be allowed to copy any documents related to the hearing at a cost of $0.10 per page copy.

(B) The family must request discovery of Opportunity Home documents no later than one business day prior to the hearing.

(ii) The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(iii) The family must also be provided the opportunity to refute evidence relied upon by Opportunity Home, and to confront and cross-examine all witnesses on whose testimony or information Opportunity Home relies.

(e) ***Representation and Interpretive Services***

(i) The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such a person make statements on the family's behalf.

(ii) The family is entitled to request an interpreter. Opportunity Home is obligated to provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

(f) ***Recording of the Hearing***

(i) The family is entitled to have the hearing recorded by audiotape. Opportunity Home may, but is not required to provide a transcript of the hearing.

(A) Opportunity Home will not provide a transcript of an audio-taped informal hearing.

(g) ***Hearing Decision***

(i) Opportunity Home must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

(ii) **Retention of Documents [24 CFR 5.514(h)]**

(A) Opportunity Home must retain for a minimum of five years the following documents that may have been submitted to Opportunity Home by the family, or provided to Opportunity Home as part of the USCIS appeal or Opportunity Home informal hearing process:

(1) The application for assistance;

(2) The form completed by the family for income reexamination;

(3) Photocopies of any original documents, including original USCIS documents;

(4) The signed verification consent form;

(5) The USCIS verification results;

(6) The request for a USCIS appeal;

(7) The final USCIS determination;

(8) The request for an informal hearing; and

(9) The final informal hearing decision.

(7) **Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**

(a) After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that Opportunity Home provide a hearing. The request for a hearing must be made either within 30 days of receipt of Opportunity Home notice of termination, or within 30 days of receipt of the USCIS appeal decision.

(b) The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in 14.3 below.

14.3 Grievance Procedures for Public Housing Residents

14.3.A Requirements [24 CFR 966.52]

(1) Opportunity Home must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any Opportunity Home action or failure to act involving the lease or Opportunity Home policies which adversely affect their rights, duties, welfare, or status. Opportunity Home must not only meet the minimal procedural due process requirements provided under the regulations, but must also meet any additional requirements imposed by local, state or federal law.

(2) Opportunity Home grievance procedure must be included in, or incorporated by reference in, the lease.

(a) The Opportunity Home Grievance Procedure is incorporated by reference in the tenant lease.

(3) Opportunity Home must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in Opportunity Home grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by Opportunity Home before adoption of any changes to the grievance procedure by Opportunity Home.

(a) Residents and resident organizations will have 30 calendar days from the date they are notified by Opportunity Home of any proposed changes in the Opportunity Home Grievance Procedure, to submit written comments to Opportunity Home.

(4) Opportunity Home must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14.3.B Definitions [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

(1) There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

(a) **Grievance:** Any dispute which a tenant may have with respect to Opportunity Home action or failure to act in accordance with the individual tenant's lease or Opportunity Home regulations which adversely affect the individual tenant's rights, duties, welfare or status

(b) **Complainant:** Any tenant whose grievance is presented to Opportunity Home or at the project management office

(c) **Due Process Determination:** A determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit

(d) **Expedited Grievance:** A procedure established by Opportunity Home for any grievance or termination that involves:

(i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or Opportunity Home's public housing premises by other residents or employees of Opportunity Home; or

(ii) Any drug-related criminal activity on or off the premises.

(e) **Elements of Due Process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(i) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(ii) Right of the tenant to be represented by counsel;

(iii) Opportunity for the tenant to refute the evidence presented by Opportunity Home including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; and

(iv) A decision on the merits.

(f) **Hearing Officer:** An impartial person selected by Opportunity Home, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.

(g) **Tenant:** The adult person (or persons) (other than a live-in aide)

(i) Who resides in the unit, and who executed the lease with Opportunity Home as lessee of the dwelling unit, or

(ii) If no such person now resides in the unit, the adult person who resides in the unit and who is the remaining head of household of the tenant family residing in the dwelling unit.

(h) **Resident Organization:** Includes a resident management corporation.

14.3.C Applicability [24 CFR 966.51]

(1) Grievances could potentially address most aspects of Opportunity Home's operation. However, there are some situations for which the grievance procedure is not applicable.

(2) The grievance procedure is applicable only to individual tenant issues relating to Opportunity Home. It is not applicable to disputes between tenants not involving Opportunity Home. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of Opportunity Home.

(3) If HUD has issued a due process determination, Opportunity Home may exclude from Opportunity Home grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

(a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of Opportunity Home;

(b) Any violent or drug-related criminal activity on or off such premises; or

(c) Any criminal activity that resulted in felony conviction of a household member.

(4) In states without due process determinations, Opportunity Home must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: Opportunity Home may use expedited grievance procedures for the excluded categories listed above. These expedited grievance procedures are described in Section 14.3.E below.

(5) If HUD has issued a due process determination, Opportunity Home may evict through the state/local judicial eviction procedures. In this case, Opportunity Home is not required to provide the opportunity for a hearing under Opportunity Home's grievance procedure as described above.

(a) Opportunity Home is located in a HUD-determined due process state. Therefore, Opportunity Home will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Opportunity Home, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

See Chapter 13 for related policies on the content of termination notices.

14.3.D Informal Settlement of Grievance [24 CFR 966.54]

(1) HUD regulations state that any grievance must be personally presented, either orally or in writing, to the Opportunity Home office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

(a) Opportunity Home will accept requests for an informal settlement of a grievance (referred to as “informal conference”) either orally or in writing, to the property office within 10 business days of the grievable event. Within 10 business days of receipt of the request Opportunity Home will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

(b) If a tenant fails to attend a scheduled meeting for an informal conference without prior notice, Opportunity Home will reschedule the meeting only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

(c) “Good cause” is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

(d) Informal conferences will be conducted in accordance with the provisions under the Opportunity Home Grievance Procedure.

(2) HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in Opportunity Home’s tenant file.

(3) The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

(a) Opportunity Home will prepare a written summary of the informal conference within five business days; one copy to be given to the tenant and one copy to be retained in Opportunity Home’s tenant file.

(4) For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14.3.E Procedures to Obtain a Hearing

(1) Requests for Hearing and Failure to Request

(a) If the resident complainant took part in the informal settlement process, the resident must submit a written request for a grievance hearing to Opportunity Home within 10 business days of the tenant's receipt of the summary of the informal settlement.

(b) All other requests for an informal hearing must be made in writing and delivered to Opportunity Home either in person or by first class mail, by fax, or by email, by the close of the business day, within 10 business days of the tenant's notification of the adverse action from Opportunity Home.

(c) If the complainant does not request a hearing in accordance with the Opportunity Home Grievance Procedure, Opportunity Home's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest Opportunity Home's action in disposing of the complaint in an appropriate judicial proceeding.

(d) Opportunity Home will only consider requests for reinstatement to the program made within one year of the family's lease termination.

(2) Scheduling of Hearings [24 CFR 966.56(a)]

(a) If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and Opportunity Home. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate Opportunity Home official.

(i) Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and Opportunity Home in accordance with the Opportunity Home Grievance Procedure.

(ii) Opportunity Home will schedule a hearing within 14 business days of receipt of written grievance for a time and place reasonably convenient to both the complainant and Opportunity Home.

(iii) The notification will also note that if the complainant is unable to appear for the hearing as scheduled, they must contact the

Hearing Coordinator at least 48 hours in advance of the hearing time to reschedule.

(iv) Opportunity Home has the discretion to reschedule a hearing within 48 hours prior to the hearing date for good cause.

(b) Opportunity Home may wish to permit the tenant to request to reschedule a hearing for good cause.

(i) The resident may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

(ii) *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, Opportunity Home may request documentation of the "good cause" prior to rescheduling the hearing.

(iii) Informal hearings will be rescheduled according to the provisions under the Opportunity Home Grievance Procedure.

(3) **Expedited Grievance Procedure [24 CFR 966.52(a)]**

(a) Opportunity Home may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

(i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Opportunity Home;

(ii) Any drug-related criminal activity on or near such premises; or

(iii) Any criminal activity that resulted in felony conviction of a household member.

(b) In such expedited grievances, the informal settlement of grievances as discussed in 14.3.D is not applicable.

(c) Opportunity Home may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

(i) Opportunity Home will not offer expedited grievance procedures.

14.3.F Selection of Hearing Officer [24 CFR 966.53(e)]

(1) The grievance hearing must be conducted by an impartial person or persons appointed by Opportunity Home, other than the person who made or approved the Opportunity Home action under review, or a subordinate of such person. Opportunity Home must describe their policies for selection of a hearing officer in their lease.

(a) Opportunity Home grievance hearings will be conducted by a single hearing officer and not a panel.

(b) Opportunity Home will appoint a staff member who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.

(c) Opportunity Home may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

(2) Opportunity Home must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period (24 CFR 966.4).

14.3.G Procedures Governing the Hearing [24 CFR 966.56]

(1) **Rights of Complainant [24 CFR 966.56(b)]**

(a) The complainant will be afforded a fair hearing. This includes:

(i) The opportunity to examine before the grievance hearing any Opportunity Home documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If Opportunity Home does not make the document available for examination upon request by the complainant, Opportunity Home may not rely on such document at the grievance hearing.

(A) The tenant will be allowed to copy any documents related to the hearing at a cost of $0.10 per page.

(B) The family must request discovery of Opportunity Home documents no later than one business day prior to the hearing.

(ii) The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

(A) Hearings may be attended by the following applicable persons:

(1) An Opportunity Home representative(s) and any witnesses for Opportunity Home;

(2) The tenant and any witnesses for the tenant;

(3) The tenant's counsel or other representative; and

(4) Any other person approved by Opportunity Home as a reasonable accommodation for a person with a disability.

(B) Informal hearings will be conducted and decided in accordance with the Opportunity Home Grievance Procedure.

(iii) The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

(iv) The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by Opportunity Home or project management, and to confront and cross-examine all witnesses upon whose testimony or information Opportunity Home or project management relies.

(v) A decision based solely and exclusively upon the facts presented at the hearing.

(2) **Failure to Appear [24 CFR 966.56(c)]**

(a) If the complainant or Opportunity Home fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived their right to a hearing. Both the complainant and Opportunity Home must be notified of the determination by the hearing officer/panel: provided, That a determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest Opportunity Home's disposition of the grievance in an appropriate judicial proceeding.

(b) There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

(i) If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 15 minutes. If the tenant appears within 15 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear in accordance with the Opportunity Home Grievance Procedure.

(ii) If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact Opportunity Home within 48 hours of the scheduled hearing date, excluding weekends and holidays. The Hearing Coordinator will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

(iii) "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

(3) **General Procedures [24 CFR 966.56(d), (e)]**

(a) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter Opportunity Home must sustain the burden of justifying the Opportunity Home action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

(b) The hearing is conducted informally by the hearing officer. Opportunity Home and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

(i) Any evidence to be considered by the hearing officer must be presented at the time of the hearing except in special circumstances such as pending documents. There are four categories of evidence.

(A) **Oral evidence:** the testimony of witnesses

(B) **Documentary evidence:** a writing which is relevant to the case, for example, a letter written to Opportunity Home. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

(C) **Demonstrative evidence:** Evidence created specifically

for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

(D) **Real evidence:** A tangible item relating directly to the case.

(ii) *Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

(iii) If Opportunity Home fails to comply with the discovery requirements (providing the tenant with the opportunity to examine Opportunity Home documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

(iv) Other than the failure of Opportunity Home to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence in accordance with the Opportunity Home Grievance Procedure.

(c) The complainant or Opportunity Home may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(e)].

(i) If the complainant would like Opportunity Home to record the proceedings by audiotape, the request must be made to Opportunity Home one business day prior to the hearing.

(ii) Opportunity Home will consider that an audio tape recording of the proceedings is a transcript.

(4) **Accommodations of Persons with Disabilities [24 CFR 966.56(f)]**

(a) Opportunity Home must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(b) If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of Opportunity Home's responsibilities pertaining to reasonable accommodation.

(5) **Limited English Proficiency (24 CFR 966.56(g)**

(a) Opportunity Home must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

14.3.H Decision of the Hearing Officer [24 CFR 966.57]

(1) The hearing officer must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and Opportunity Home. Opportunity Home must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by Opportunity Home and made available for inspection by a prospective complainant, their representative, or the hearing officer [24 CFR 966.57(a)].

(a) In rendering a decision, the hearing officer will consider the following matters:

(i) **Opportunity Home Notice to the Family:** The hearing officer will determine if the reasons for Opportunity Home's decision are factually stated in the notice.

(ii) **Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with Opportunity Home policy.

(iii) **Opportunity Home Evidence to Support Opportunity Home Decision:** The evidence consists of the facts presented. Evidence is not a conclusion and it is not an argument. The hearing officer will evaluate the facts to determine if they support Opportunity Home's conclusion.

(iv) **Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and Opportunity Home policies. If the grounds for termination are not specified in the regulations or in compliance with Opportunity Home policies, then the decision of Opportunity Home will be overturned.

(b) The hearing officer will issue a written decision to the family and Opportunity Home no later than 15 business days after the hearing. The report will contain the following information:

(i) **Hearing information:**

(A) Name of the complainant;

(B) Date, time and place of hearing;

(C) Name of the hearing officer;

(D) Name of the Opportunity Home representative(s);

(E) Name of family representative (if any); and

(F) Names of witnesses (if any).

(ii) **Background:** A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

(iii) **Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

(iv) **Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(v) **Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold Opportunity Home's decision.

(vi) **Order:** The hearing report will include a statement of whether Opportunity Home's decision is upheld or overturned. If it is overturned, the hearing officer will instruct Opportunity Home to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct Opportunity Home to restore the family's status.

(2) **Procedures for Further Hearing**

(a) Under the Opportunity Home Grievance Procedure, the hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

(b) If the family misses an appointment or deadline ordered by the hearing officer, the action of Opportunity Home will take effect and another hearing will not be granted.

(3) **Final Decision [24 CFR 966.57(b)]**

(a) The decision of the hearing officer is binding on Opportunity Home which must take the action, or refrain from taking the action cited in the decision unless the Opportunity Home Board of Commissioners determines within a reasonable time, and notifies the complainant that:

(i) The grievance does not concern Opportunity Home action or failure to act in accordance with or involving the complainant's lease on Opportunity Home policies which adversely affect the complainant's rights, duties, welfare, or status; or

(ii) The decision of the hearing officer is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and Opportunity Home.

(A) When Opportunity Home considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the Opportunity Home Board of Commissioners within 10 business days of the date of the hearing officer's decision.

(B) The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

(b) A decision by the hearing officer, or Board of Commissioners in favor of Opportunity Home or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor affect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 15

PROGRAM INTEGRITY

Chapter 15: Program Integrity

Opportunity Home is committed to ensuring that subsidy funds made available to Opportunity Home are spent in accordance with HUD requirements.

This chapter covers HUD and Opportunity Home policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

PART 1: Preventing, Detecting, and Investigating Errors and Program Abuse

This part presents Opportunity Home policies related to preventing, detecting, and investigating errors and program abuse.

PART 2: Corrective Measures and Penalties

This part describes the corrective measures Opportunity Home must and may take when errors or program abuses are found.

15.1 Preventing, Detecting, and Investigating Errors and Program Abuse

15.1.A Preventing Errors and Program Abuse

(1) HUD created the Enterprise Income Verification (EIV) system to provide Opportunity Home with a powerful tool for preventing errors and program abuse.

(a) Opportunity Home is required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233].

(b) Opportunity Home is further required to:

(i) Provide applicants and participants with form HUD-52675, "Debts Owed to PHAs and Terminations".

(ii) Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

(2) Opportunity Home anticipates that the vast majority of families and Opportunity Home employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that Opportunity Home's PH program is administered effectively and according to the highest ethical and legal standards, Opportunity Home will employ a variety of techniques to ensure that both errors and intentional program abuse are rare:

(a) Opportunity Home will provide each applicant and participant with the publication "*Things You Should Know*" (HUD-1140-OIG) that explains the types of actions a family must avoid and the penalties for program abuse.

(b) Opportunity Home will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key Opportunity Home forms and form letters that request information from a family or owner.

(c) Opportunity Home staff will be required to review and explain the contents of all HUD- and Opportunity Home-required forms prior to requesting family member signatures.

(d) Opportunity Home will provide each applicant and resident with a copy of *"Is Fraud Worth It?"* (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

(e) Opportunity Home will provide each Opportunity Home employee with the necessary training on program rules and the organization's standards of conduct and ethics.

(f) Opportunity Home will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. Opportunity Home will discuss program compliance and integrity issues.

(3) **Definitions**

For purposes of this chapter, the following definitions apply:

(a) *Error* refers to an unintentional error or omission.

(b) *Fraud and program abuse* refer to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

15.1.B Detecting Errors and Program Abuse

In addition to taking steps to prevent errors and program abuse, Opportunity Home will use a variety of activities to detect errors and program abuse.

(1) **Quality Control and Analysis of Data**

(a) Opportunity Home will employ a variety of methods to detect errors and program abuse, including:

(i) Opportunity Home routinely will use EIV and other non-HUD sources of up-front income verification. This includes the Work Number and any other private or public databases available to Opportunity Home.

(ii) At each annual reexamination, current information provided by the family will be compared to information provided at the last reexamination to identify inconsistencies and incomplete information.

(iii) Opportunity Home will compare family-reported income and expenditures to detect possible unreported income.

(2) **Independent Audits and HUD Monitoring**

(a) 2 CFR Part 200 requires all PHAs that expend $1,00,000 or more in federal awards annually to have an independent audit (IPA).

(b) In addition, HUD conducts periodic on-site and automated monitoring of Opportunity Home activities and notifies Opportunity Home of errors and potential cases of program abuse.

(c) Opportunity Home will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to

assess the effectiveness of Opportunity Home's error detection and abuse prevention efforts.

(3) **Individual Reporting of Possible Errors and Program Abuse**

(a) Opportunity Home will encourage staff, residents, and the public to report possible program abuse.

15.1.C Investigating Errors and Program Abuse

(1) **When Opportunity Home will Investigate**

(a) Opportunity Home will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for Opportunity Home to investigate, the allegation must contain at least one independently verifiable item of information, such as:

(i) The name of an employer;

(ii) The name of an unauthorized household member and unit address; or

(iii) The police report number.

(b) Opportunity Home will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

(2) **Consent to Release of Information [24 CFR 960.259]**

(a) Opportunity Home may investigate possible instances of error or abuse using all available Opportunity Home and public records.

(b) If necessary, Opportunity Home will require PH families to give consent to the release of additional information.

(3) **Analysis and Findings**

(a) Opportunity Home will base its evaluation on a preponderance of the evidence collected during its investigation.

(b) "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of

evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(c) For each investigation, Opportunity Home will determine:

(i) Whether an error or program abuse has occurred;

(ii) Whether any amount of money is owed Opportunity Home; and

(iii) Which corrective measures or penalties will be assessed.

(4) **Consideration of Remedies**

(a) All errors and instances of program abuse must be corrected prospectively.

(b) Whether Opportunity Home will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

(i) In the case of family-caused errors or program abuse, Opportunity Home will take into consideration:

(A) The seriousness of the offense and the extent of participation or culpability of individual family members;

(B) Any special circumstances surrounding the case;

(C) Any mitigating circumstances related to the disability of a family member; and

(D) The effects of a particular remedy on family members who were not involved in the offense.

(5) **Notice and Appeals**

(a) Opportunity Home will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include:

(i) A description of the error or program abuse;

(ii) The basis on which Opportunity Home determined the error or program abuses;

(iii) The remedies to be employed; and

(iv) The family's right to appeal the results through the informal hearing or grievance hearing (see Chapter 14).

15.2 Corrective Measures and Penalties

15.2.A Under or Overpayment

(1) An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

(2) **Corrections**

(a) Whether the incorrect rental determination is an overpayment or underpayment, Opportunity Home must promptly correct the tenant rent and any utility reimbursement prospectively.

(b) Increases in the tenant rent will be implemented on the first of the month following a written 30 day notice.

(c) Any decreases in tenant rent will become effective the first of the month following the discovery of the error.

(3) **Reimbursement**

(a) Whether the family is required to reimburse Opportunity Home or Opportunity Home is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse.

(b) Policies regarding reimbursement are discussed in the three sections that follow.

15.2.B Family-Caused Errors and Program Abuse

(1) General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

(2) An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows Opportunity Home to use incorrect information provided by a third party.

(3) **Family Reimbursement to Opportunity Home**

(a) In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid.

(b) Opportunity Home may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the amount owed, Opportunity Home will terminate the family's lease in accordance with the policies in Chapter 13.

(3) **Opportunity Home Reimbursement to Family**

(a) Opportunity Home will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

(4) **Prohibited Actions**

(a) An applicant or resident in the public housing program must not knowingly:

(i) Make a false statement to Opportunity Home [Title 18 U.S.C. Section 1001];

(ii) Provide incomplete or false information to Opportunity Home [24 CFR 960.259(a)(4)]; or

(iii) Commit fraud, or make false statements in connection with an application for assistance or with reexamination of income [24 CFR 966.4(l)(2)(iii)(C)].

(b) Any of the following will be considered evidence of family program abuse:

(i) Offering bribes or illegal gratuities to the Opportunity Home Board of Commissioners, employees, contractors, or other Opportunity Home representatives;

(ii) Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to Opportunity Home on the family's behalf;

(iii) Use of a false name or the use of falsified, forged, or altered documents;

(iv) Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition);

(v) Omitted facts that were obviously known by a family member (e.g., not reporting employment income); or

(vi) Admission of program abuse by an adult family member.

(c) Opportunity Home may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

(5) **Penalties for Program Abuse**

(a) In the case of program abuse caused by a family Opportunity Home may, at its discretion, impose any of the following remedies:

(i) Opportunity Home may require the family to repay any amounts owed to the program (see 15.2.B., Family Reimbursement to Opportunity Home);

(ii) Opportunity Home may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents);

(iii) Opportunity Home may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.

(iv) Opportunity Home may refer the family for state or federal criminal prosecution as described in Section 15.2.D.

15.2.C Opportunity Home-Caused Errors or Program Abuse

(1) The responsibilities and expectations of Opportunity Home staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a Opportunity Home staff member that are considered errors or program abuse related to the PH program. Additional standards of conduct may be provided in Opportunity Home's personnel policy.

(2) Opportunity Home-caused incorrect subsidy determinations include:

(a) Failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and

(b) Errors in calculation.

(3) **Repayment to Opportunity Home**

(a) The family is not required to repay an underpayment of rent if the error or program abuse is caused by Opportunity Home staff.

(4) **De Minimis Errors [24 CFR 5.609(c)(4); Notice PIH 2023-27]**

(a) The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.

(b) PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or

credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

(c) Opportunity Home will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

(5) Prohibited Activities

Any of the following will be considered evidence of program abuse by Opportunity Home staff:

(a) Failing to comply with any public housing program requirements for personal gain.

(b) Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident.

(c) Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to Opportunity Home.

(d) Disclosing confidential or proprietary information to outside parties.

(e) Gaining profit as a result of insider knowledge of Opportunity Home activities, policies, or practices.

(f) Misappropriating or misusing public housing funds.

(g) Destroying, concealing, removing, or inappropriately using any records related to the public housing program.

(h) Committing any other corrupt or criminal act in connection with any federal housing program.

(i) Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment.

(j) Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment, where Opportunity Home knew or should have known such harassment was occurring.

(k) Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment.

15.2.D Criminal Prosecution

(1) When Opportunity Home determines that program abuse by a family or Opportunity Home staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, Opportunity Home will refer the matter to:

(a) The HUD Office of Inspector General (OIG); and

(b) The appropriate entity for prosecution.

(2) Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

15.2.E Fraud and Program Abuse Recoveries

(1) Opportunity Home may retain 100 percent of program funds that Opportunity Home recovers from a family through litigation, eviction proceedings, or a repayment agreement [Notice PIH 2007-27 (HA)].

(2) If Opportunity Home does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

(3) The family must be afforded the opportunity for a hearing through Opportunity Home's grievance process.

OPPORTUNITY™ HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CHAPTER 16

PROGRAM ADMINISTRATION

Chapter 16: Program Administration

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP.

The policies are discussed in seven parts as described below:

PART 1: Setting Utility Allowances

This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of Opportunity Home-furnished utilities.

PART 2: Establishing Flat Rents

This part describes the requirements and policies related to establishing and updating flat rent amounts.

PART 3: Family Debts to Opportunity Home

This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which Opportunity Home will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

PART 4: Representation of Family

This part describes the policies for different types of representation available to program participants and their abilities to conduct business on behalf of a family with Opportunity Home.

PART 5: Public Housing Assessment System (PHAS)

This part describes the PHAS indicators, how Opportunity Home is scored under PHAS, and how those scores affect Opportunity Home.

PART 6: Record Keeping

All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies Opportunity Home will follow.

PART 7: Reporting Requirements for Children with Elevated Blood Lead Level

This part describes Opportunity Home's reporting responsibilities related to children with elevated blood lead levels that are living in public housing.

PART 8: Violence Against Women Act (VAWA): Notification, Documentation, and Confidentiality

This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

16.1 Setting Utility Allowances [24 CFR 965 subpart E]

16.1.A Overview

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

(2) Opportunity Home must also establish surcharges for excess consumption of Opportunity Home-furnished utilities [24 CFR 965.506].

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

(a) The current utility allowance schedule will be made available for review at www.homesa.org or by visiting a Public Housing community office.

16.1.B Utility Allowances

(1) Opportunity Home must establish separate allowances for each utility and for each category of dwelling units Opportunity Home determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

(2) The objective of Opportunity Home in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

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

(4) Opportunity Home must establish separate allowances for each utility and for each category of dwelling units Opportunity Home determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

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

(6) Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical

condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

(7) Chapter 14 of the PH Occupancy Guidebook provides detailed guidance to Opportunity Home about establishing utility allowances.

(8) **Air Conditioning [24 CFR 965.505(e)]**

(a) If Opportunity Home installs air conditioning, it must provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units.

(b) The design of systems that offer each resident the option to choose air conditioning must include retail meters or check meters, and residents must pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506.

(c) If an air conditioning system does not provide a resident option, residents are not to be charged, and these systems should be avoided whenever possible.

(i) Opportunity Home has installed air conditioning at select properties.

(9) **Utility Allowance Revisions [24 CFR 965.507]**

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

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

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

(d) Opportunity Home will revise its utility allowances between annual reviews of utility allowances for the following reasons:

(i) due to a rate change, as required by regulations;

(ii) in order to implement energy performance contracts;

(iii) in order to benefit residents; or

(iv) whenever Opportunity Home deems it necessary.

16.1.C Surcharges for Opportunity Home-Furnished Utilities [24 CFR 965.506]

(1) Opportunity Home must establish separate allowances for each utility and for each category of dwelling units Opportunity Home determines to be reasonably comparable as to factors affecting utility usage.

(2) Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on Opportunity Home's average utility rate. The basis for calculating the surcharges must be described in Opportunity Home's schedule of allowances.

(3) Changes in the amount of surcharges based directly on changes in Opportunity Home's average utility rate are not subject to the advance notice requirements discussed under the following section.

(4) For dwelling units served by Opportunity Home-furnished utilities where check meters have not been installed, Opportunity Home must establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of Opportunity Home-furnished equipment.

(5) The surcharge schedule must state the resident-owned equipment (or functions of Opportunity Home-furnished equipment) for which surcharges will be made and the amounts of such charges.

(6) Surcharges must be based on the cost to Opportunity Home of the utility consumption estimated to be attributable to reasonable usage of such equipment.

(a) Opportunity Home has Opportunity Home-furnished utilities at select properties.

16.1.D Notice Requirements [24 CFR 965.502]

(1) Opportunity Home must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

(a) Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

(b) Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of

equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.

(c) Notify residents of the place where Opportunity Home's documentation on which allowances and surcharges are based is available for inspection.

(d) Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

16.1.E Reasonable Accommodation [24 CFR 965.508]

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

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

(3) See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

16.2 Establishing Flat Rents

16.2.A Overview

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

(2) Flat rents are also used to prorate assistance for a mixed family.

(a) A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status [24 CFR 5.504].

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

16.2.B Flat Rents [24 CFR 960.253(b) and Notice PIH 2017-23]

(1) **Establishing Flat Rents**

(a) The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR).

(i) Opportunity Home will set flat rents between 80 percent and 120 percent of the FMR.

(b) Alternatively, Opportunity Home may set flat rents at no less than 80 percent of the applicable small area FMR (SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

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

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

(e) In order to demonstrate the need for an exception flat rent, Opportunity Home is required to submit a market analysis methodology that demonstrates the value of the unit. Opportunity Home must use HUD's

rent reasonableness methodology to determine flat rents. In determining flat rents, Opportunity Home must consider the following:

(i) Location,

(ii) Quality,

(iii) Unit Size,

(iv) Age of the unit,

(v) Amenities at the property and in immediate neighborhood,

(vi) Housing services provided,

(vii) Maintenance provided by Opportunity Home, and

(viii) Utilities provided by Opportunity Home and/or landlord (for comparable units in the market study).

(2) Opportunity Home must provide a corresponding key explaining the calculations used for determining the valuation for each factor. HUD published a Flat Rent Market Analysis tool on August 22, 2018, which includes a rent adjustment guide, a market rent comparison guide, and a rent adjustment worksheet to aid PHAs in requesting exception flat rents.

(3) Opportunity Home must receive written HUD approval before implementing exception flat rents. If Opportunity Home chooses to use a previously approved flat rent exception, Opportunity Home may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH 2017-23.

(4) Opportunity Home is now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.

(5) **Review of Flat Rents**

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

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

(i) If the FMR/SAFMR/unadjusted rent is lower than the previous year, Opportunity Home will reduce flat rents to 85 percent of the

current FMR/SAFMR, and if necessary, account for reasonable utility costs.

(6) **Posting of Flat Rents**

(a) The flat rent schedule will be posted on the Opportunity Home website and will be available at each community office upon request at no cost.

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

(a) Opportunity Home must maintain records that document the method used to determine flat rents, and that show how flat rents were determined by Opportunity Home in accordance with this method.

16.3 Family Debts to Opportunity Home

16.3.A Overview

(1) This part describes Opportunity Home's policies for recovery of monies owed to Opportunity Home by families.

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

(3) Opportunity Home will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

(4) When a family refuses to repay monies owed to Opportunity Home, Opportunity Home will utilize other available collection alternatives such as collection agencies.

16.3.B Family Debts to Opportunity Home

(1) Any amount owed to Opportunity Home by a public housing family must be repaid.

(2) If a family exceeds three months of debt, housing assistance may be terminated in accordance with the policies in Chapters 8 and 13.

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

(3) **General Repayment Agreement Guidelines**

(a) ***Debt Amounts and Repayment Time Periods***

(i) Down payment amounts, monthly payment amounts, and repayment time periods will be based on the repayment agreement signed by the Head of Household and approved by Opportunity Home.

(b) ***Payment Thresholds***

(i) Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40

percent of the family's monthly adjusted income, which is considered "affordable."

(ii) Moreover, Notice PIH 2010-19 acknowledges that Opportunity Home has the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

(iii) Opportunity Home will not require families to make monthly repayments that, with the family's monthly share of rent, exceed 40 percent of the family's monthly adjusted income.

(c) ***Execution of the Agreement***

(i) All repayment agreements must be in writing, dated, and signed by both the family and Opportunity Home [Notice PIH 2018-18].

(ii) The head of household must sign the repayment agreement.

(d) ***Due Dates***

(i) All payments are due by the close of business on the day of the month specified in the signed repayment agreement approved by Opportunity Home. If that date does not fall on a business day, the due date is the close of business on the next business day.

(e) ***Late or Missed Payments***

(i) If the payment is not received by the end of the business day on the due date, the following actions will occur:

(A) The repayment agreement will be considered in default;

(B) The debt will be due in full;

(C) Opportunity Home will terminate tenancy in accordance with the policies in Chapter 13.

(f) ***No Offer of Repayment Agreement***

(i) Opportunity Home will ***only*** offer the family a repayment agreement for debts owed due to underreported or failure to report income.

Opportunity Home will **not** offer the family a repayment agreement when the following circumstances apply:

(ii) The family owes rent, late charges, maintenance or other charges due under the lease that are not the result of underreported or failure to report income.

(A) Families with active RPAs for the charges listed above must remain in compliance with their Repayment Agreement until payments conclude. No new Repayment Agreements for charges other than underreported/unreported income will be executed.

(ii) The family has an existing repayment agreement with Opportunity Home; or

(iv) The amount owed by the family exceeds $3,000.

(A) If the amount owed by the family exceeds $3,000, the family may pay to reduce the total amount owed to or below the $3,000 cap in addition to the down payment to become eligible for a repayment agreement.

(v) The amount owed by families with debt from March 2020 - June 30, 2024 exceeds $6,000.

(A) If the amount owed by the family exceeds $6,000, the family may pay to reduce the total amount owed to or below the $6,000 cap in addition to the down payment to become eligible for a repayment agreement.

(vi) The family has already executed a repayment agreement and fails to pay the monthly payment on the due date agreed upon between the family and Opportunity Home.

(4) Debt Forgiveness

The U.S. Department of Housing and Urban Development (HUD) authorizes Public Housing Agencies to deny an applicant if they owe money to any federal housing program. HUD tracks these unpaid debts and past program terminations in their Enterprise Income Verification (EIV) system for up to 10 years. Because this information is automatically deleted from the government's system after 10 years (as stated on Form HUD-52675), our Agency sets its background screening policy to match this exact 10-year window. Consequently, an applicant may be denied housing assistance during this entire 10-year timeframe.

Debts will be forgiven by Opportunity Home if:

(a) The debtor is deceased or is otherwise “judgement proof;” or

(b) Opportunity Home cannot produce supporting documentation of the debt incurred.

(5) Repayment Agreements Involving Improper Payments

(a) Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

(i) A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which Opportunity Home may terminate assistance because of a family's action or failure to act;

(ii) A statement clarifying that each month the family not only must pay to Opportunity Home the monthly payment amount specified in the agreement but must also pay to Opportunity Home the monthly tenant rent;

(iii) A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases; and

(iv) A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy.

16.4 Representation of Family

16.4.A Overview

(1) Generally, a family may be accompanied by a representative to assist the family in:

- (a) The application process,
- (b) The certification process,
- (c) Informal conferences,
- (d) Informal hearings, or
- (e) Any other meetings with Opportunity Home staff.

(2) If a family has provided contact information for a person or organization on the Supplement to Application for Federally Assisted Housing (Form HUD-92006), Opportunity Home will contact that designated person or organization for matters specified by the completed form.

(3) A family representative may not conduct business with Opportunity Home in the absence of the family unless the representative is an authorized designee or is representing the family on behalf of a community advocacy organization.

(4) Representation of a family will be at the family's own expense.

16.4.B Designees

(1) A **designee** is a person whom the family authorizes as an agent to conduct business with Opportunity Home on the family's behalf through a Power of Attorney or as a reasonable accommodation for persons with disabilities.

(2) The family may designate one person as the family's designee unless additional designees are required as a reasonable accommodation for persons with disabilities.

(3) **Caseworkers of Partner Agencies**

- (a) Caseworkers of referral agencies partnered with Opportunity Home will be granted designee status without verification of a need for a reasonable accommodation.
- (b) A caseworker of a referral agency must submit an authorization from the family to conduct business on the family's behalf.

(4) The family will be held responsible for any family-caused errors or program

fraud caused by the family's designee.

(5) If the designee requests an action that may affect the family's eligibility for continued assistance, Opportunity Home will verify the request with the family before approving the request.

(6) Opportunity Home reserves the right to deny or revoke a person's status as a family designee if:

(a) The person commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

(b) The person commits drug-related criminal activity or violent criminal activity;

(c) The person has been permanently disapproved for participation in Opportunity Home's housing programs as an owner, property manager or agent;

(d) The person has been terminated from any federally-assisted housing program within the past five years;

(e) The person's actions cause a program violation or family-caused error that negatively impacts the family's housing assistance; or

(f) The person has a personal financial interest in any matter concerning the family's housing assistance.

16.4.C Advocates

(1) An **advocate** is a representative of an established community organization which publicly supports or recommends a particular cause or policy.

(a) Persons who meet this definition represent families in a professional capacity as an official representative of his or her organization.

(b) Community advocacy organizations include, but are not limited to, the following:

(i) Texas RioGrande Legal Aid, Inc.

(ii) Fair Housing Council of Greater San Antonio

(iii) League of United Latin American Citizens

(2) An advocate may conduct business on behalf of a family concerning specific matters (e.g., eligibility, rent calculation, termination, etc.)

(3) An advocate must submit a formal written request on the organization's letterhead to obtain information regarding a family's account.

(a) All requests to release information must include the following:

(i) Detailed description of the request;
(ii) Head of Household name;

(iii) Head of Household's last four of Social Security Number;

(iv) Head of Household's written authorization for the advocate to obtain the requested information; and

(v) Head of Household signature.

(b) Opportunity Home will respond to requests from advocacy organizations within 10 business days of the date the request is received.

(4) An advocate may not sign documents on a family's behalf.

16.5 Public Housing Assessment System (PHAS)

16.5.A Overview

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

16.5.B PHAS Indicators [24 CFR 902 Subparts A, B, C, D, and E]

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

Indicator 1: Physical condition of Opportunity Home's projects **Maximum Score: 40** • The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair. • To determine the physical condition of a PHA's projects, inspections are performed of the following five major areas of each public housing project: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in each project in Opportunity Home's public housing portfolio.
Indicator 2: Financial condition of Opportunity Home's projects **Maximum Score: 25** • The objective of this indicator is to measure the financial condition of Opportunity Home's public housing projects for the purpose of evaluating whether Opportunity Home has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair. • A PHA's financial condition is determined by measuring each public housing project's performance in each of the following subindicators: quick ratio, months expendable net assets ratio, and debt service coverage ratio.

Indicator 3: Management operations of Opportunity Home's projects

Maximum Score: 25

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing Opportunity Home's management operations capabilities.
- Each project's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable, and accounts payable.
- An on-site management review may be conducted as a diagnostic and feedback tool for problem performance areas, and for compliance. Management reviews are not scored.

Indicator 4: Capital Fund

Maximum Score: 10

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

16.5.C PHAS Scoring [24 CFR 902 Subpart F]

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

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

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

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

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

(6) These designations can affect a PHA in several ways:

(a) High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].

(b) PHAs that are standard performers may be required to submit and operate under a corrective action plan to eliminate deficiencies in Opportunity Home's performance [24 CFR 902.73(a)(1)].

(c) PHAs that are substandard performers will be required to submit and operate under a corrective action plan to eliminate deficiencies in Opportunity Home's performance [24 CFR 902.73(a)(2)].

(d) PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].

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

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

16.6 Record Keeping

16.6.A Overview

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

(2) In addition, Opportunity Home must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

16.6.B Record Retention

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

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

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

(a) Opportunity Home will keep the last three recertification years of the Form HUD-50058 and supporting documentation, and for at least three years after the end of participation all documents related to a family's continued eligibility, tenancy, and termination.

(b) In addition, Opportunity Home will keep the following records for at least three years:

(i) An application from each ineligible family and notice that the applicant is not eligible;

(ii) Lead-based paint records as required by 24 CFR 35, Subpart B;

(iii) Documentation supporting the establishment of flat rents;

(iv) Documentation supporting the establishment of utility allowances and surcharges;

(v) Documentation related to PHAS;

(vi) Accounts and other records supporting Opportunity Home budget and financial statements for the program;

(vii) Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule;

(viii) Confidential records of all emergency transfers related to VAWA requested under Opportunity Home's Emergency Transfer Plan and the outcome of such requests; and

(ix) Other records as determined by Opportunity Home or as required by HUD.

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

16.6.C Records Management

(1) Opportunity Home must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

(2) All applicant and participant information will be kept in a secure location and access will be limited to authorized Opportunity Home staff.

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

(4) **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

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

(b) Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form

may be used, and under what conditions HUD or Opportunity Home may release the information collected.

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

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

(b) Prior to utilizing HUD's EIV system, Opportunity Home will adopt and implement EIV security procedures required by HUD.

(6) **Criminal Records**

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

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

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

information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

(7) **Medical / Disability Records**

(a) Opportunity Home is not permitted to inquire about the nature or extent of a person's disability.

(b) Opportunity Home may not inquire about a person's diagnosis or details of treatment for a disability or medical condition.

(c) If Opportunity Home receives a verification document that provides such information, Opportunity Home should not place this information in the tenant file. Opportunity Home should destroy the document.

(8) **Domestic Violence, Dating Violence, Sexual Assault, or Stalking Records**

(a) For requirements and Opportunity Home policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see section 16.8.D.

16.7 Reporting Requirements for Children with Elevated Blood Lead Level

16.7.A Reporting Requirements [24 CFR 35.1130(e)]

(1) Opportunity Home has certain responsibilities relative to children with elevated blood lead levels that are living in public housing.

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

(a) Opportunity Home will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

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

16.8 Violence Against Women Act (Vawa): Notification, Documentation, and Confidentiality

16.8.A Overview

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

(a) Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

(2) In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and Opportunity Home policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and Opportunity Home policies are located primarily in the following sections:

(a) 3.1.C, "Family Breakup and Remaining Member of Tenant Family";

(b) 3.1.F, "Dependent";

(c) 5.2.D, "Refusal of Unit Offers";

(d) 8.1.B, "Lease Orientation";

(e) 12.3.F, "Handling of Requests";

(f) 12.4.D, "Good Cause for Unit Refusal";

(g) 13.3.F, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking"; and

(h) 13.4.D, "Lease Termination Notice."

16.8.B Definitions [24 CFR 5.2003, 42 USC 13925, & the McKinney-Vento Homeless Assistance Act]

As used in VAWA:

(1) The term *actual and imminent threat* refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm.

(a) In determining whether an individual would pose an actual and imminent harm, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

(2) The term *affiliated* person means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.

(3) The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

(4) The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship

(b) The type of relationship

(c) The frequency of interaction between the persons involved in the relationship

(5) The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship
(b) The type of relationship
(c) The frequency of interaction between the persons involved in the relationship

(6) The term *domestic violence* includes any felony or misdemeanor crimes committed under the family or domestic ~~of~~ violence laws of the jurisdiction receiving grant funding. In the case of victim services, the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or

technological abuse that may or may not constitute criminal behavior, by any one of the following:

(a) A current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

(b) By a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,

(i) The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

(c) By a person with whom the victim shares a child in common,

(d) A person who commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

(7) The term economic abuse means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

(a) Restrict a person's access to money, assets, credit, or financial information

(b) Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage

(c) Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

(8) The term *sexual assault* means any non-consensual act prohibited by Federal, tribal, or State law, including when the victim lacks capacity to consent [42 U.S.C. 13925(a)].

(9) The term *stalking* means:

(a) To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

(10) The term VAWA Self Petitioner refers to noncitizens who claim to be victims of "battery or extreme cruelty."

(a) Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking.

(b) VAWA allows these noncitizens to self-petition for Lawful Permanent Resident (LPR) status without the cooperation of or knowledge of their abusive relative.

(11) The term technological abuse means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

(a) Internet enabled devices
(b) Online spaces and platforms

(c)Computers

(d) Mobile devices

(e) Cameras and imaging programs

(f) Apps

(g) Location tracking devices

(h) Communication technologies

(i) Any other emergency technologies

(12) The term victim means any victim of VAWA violence/abuse, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.

(13) In accordance with the McKinney-Vento Homeless Assistance Act, HUD defines *Homeless* as any individual or family who:

(a) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized;

(b) has no other safe residence; and

(c) lacks the resources to obtain other safe permanent housing.

16.8.C Notification [24 CFR 5.2005(a), FR Notice 11/16/16]

(1) **Notification to Public**

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

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

(i) A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1);

(ii) A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2);

(iii) A copy of Opportunity Home's emergency transfer plan (Exhibit 16-3);

(iv) A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4);

(v) The National Domestic Violence Hotline: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1); and

(vi) Contact information for local victim advocacy groups or service providers.

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

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

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

(i) The VAWA information provided to applicants and participants will consist of the notices in Exhibit 16-1 and 16-3.

(ii) Opportunity Home will provide all applicants with information about VAWA at the time they request an application for housing

assistance. Opportunity Home will also include such information in all notices of denial of assistance (see section 3.3.F).

(iii) Opportunity Home will provide all tenants with information about VAWA at the time of admission (see section 8.1.B). Opportunity Home will also include such information in all lease termination notices (see section 13.4.D).

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

(i) In cases where Opportunity Home has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, Opportunity Home will attempt to deliver the information to the tenant through alternative means of communication.

16.8.D Documentation [24 CFR 5.2007]

(1) Opportunity Home presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse.

(2) Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. Opportunity Home may extend this time period at its discretion [24 CFR 5.2007(a)].

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

(a) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.

(b) A federal, state, tribal, territorial, or local police report or court record, or an administrative record; or

(c) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

(4) Tenants cannot be expected and cannot be asked or required to claim, document, or prove victim status or VAWA violence/abuse other than as stated in the Notice of Occupancy rights [Form HUD-5382]. Opportunity Home may not require third-party documentation [forms (4)(c) and (4)(d)] in addition to certification [forms (4)(a) and (4)(b)], except as specified below under "Conflicting Documentation," nor may Opportunity Home require certification in addition to third-party.

(5) Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will:

(a) Specify a deadline of 14 business days following receipt of the request,

(b) Describe the three forms of acceptable documentation,

(c) Provide explicit instructions on where and to whom the documentation must be submitted, and

(d) State the consequences for failure to submit the documentation or request an extension in writing by the deadline.

(6) Opportunity Home may, in its discretion, extend the deadline for 10 business days. Any extension granted by Opportunity Home will be in writing.

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

(a) In cases where Opportunity Home receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, Opportunity Home may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above [forms (4)(c) and (4)(d)].

(b) Opportunity Home may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to Opportunity Home.

(c) Opportunity Home must honor any court orders issued to protect the victim or to address the distribution of property.

(d) Individuals have 30 calendar days to return third-party verification to Opportunity Home.

(e) If Opportunity Home does not receive third-party documentation, and Opportunity Home will deny or terminate assistance as a result, Opportunity Home must hold separate hearings for the tenants [Notice PIH 2017-08].

(i) If presented with conflicting certification documents from members of the same household, Opportunity Home will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

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

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

(i) Opportunity Home will not accept an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking.

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

(a) In order to deny relief for protection under VAWA, Opportunity Home must provide the individual requesting relief with a written request for documentation of abuse.

(b) If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as Opportunity Home may allow, Opportunity Home may deny relief for protection under VAWA.

16.8.E Non-Citizen Self-Petitioner Verification

(1) Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.

(2) Self-petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued assistance.

(a) "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, Opportunity Home will make a final determination as the self-petitioner's eligibility for assistance.

(3) In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent who is a U.S. Citizen or Lawfully Permanent Resident (LPR).

(4) Once Opportunity Home receives a self-petition (INS Form I-360 or I-330) or INS Form 797, Opportunity Home will not request any additional information from the VAWA self-petitioner, other than what is required using the SAVE system to complete the verification.

(5) When Opportunity Home receives a self-petition or INS Form 797 Notice of Action, Opportunity Home will initiate verification in the SAVE system.

(6) **Final determination from the SAVE System:**

Opportunity Home will receive one of two confirmations:

(a) The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected; or

(b) The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to Opportunity Home any evidence of "battery or extreme cruelty."

(7) Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of Lawful Permanent Resident (LPR) status is made.

(8) If the final determination is to deny the VAWA self-petition or LPR petition, Opportunity Home must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

16.8.F Emergency Transfer Plan [24 CFR 5.2005(e), FR Notice 11/16/16]

See Exhibit 16-2 for Opportunity Home's Emergency Transfer Plan

16.8.G Confidentiality

(1) If a tenant inquires or requests any VAWA protections or represents that they or a household member are a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and therefore entitled to VAWA protections, Opportunity Home must keep any information they provide concerning the VAWA violence/abuse strictly confidential, including their or a household member's status as a victim. This information should be securely and separately kept from tenant files. Opportunity Home may not:

(a) Enter the information into any shared database,

(b) Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and

(c) Provide the information to any other entity or individual, except to the extent that the disclosure is

(i) Requested or consented to by the individual in writing,

(ii) Required for use in an eviction proceeding, or

(iii) Otherwise required by applicable law.

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

Exhibit 16-1: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii)

required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

_____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

_____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

_____

_____

_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Exhibit 16-2: Opportunity Home Emergency Transfer Plan

Emergency Transfers

In accordance with the Violence Against Women Act (VAWA),[1] Opportunity Home allows Housing Choice Voucher (HCV) and Public Housing (PH) program participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of Opportunity Home to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Opportunity Home has another dwelling unit that is immediately available[3] and is safe to offer the tenant for temporary or more permanent occupancy.

There are five parts to this emergency plan:

Part 1: Eligibility for Emergency Transfers

Part 2: Emergency Transfer Request Documentation

Part 3: Confidentiality

Part 4: Emergency Transfer Timing and Availability

Part 5: Safety and Security of Program Participants

[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

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

[3] For the purposes of this emergency transfer plan, Opportunity Home defines "immediately available" as a vacant unit ready for move-in within a reasonable period of time.

Eligibility for Emergency Transfers

(1) As provided in HUD's regulations at 24 CFR part 5, a program participant is eligible for an emergency transfer if one of the following applies:

  (a) The participant is a victim of domestic violence, dating violence, sexual assault, or stalking;

  (b) The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit;

  (c) If the tenant is a victim of sexual assault, the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

(2) A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

(3) Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

(4) Eligibility for an emergency transfer does not guarantee continued assistance under the program or a transfer to another covered housing program.

  (a) The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)].

Emergency Transfer Request Documentation

(1) **Documentation of VAWA Status**

If Opportunity Home is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse, Opportunity Home may–but is not required to–request that the individual making the claim document the abuse [24 CFR 5.2007].

  (a) Opportunity Home may not require third-party documentation in addition to certification (3a below), except as specified below under "Conflicting Documentation."

(2) Opportunity Home may choose to provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence.

  (a) In cases where Opportunity Home decides to rely on such information, Opportunity Home will document, in a confidential manner, the individual's verbal statement or other corroborating evidence.

(3) **Requesting Documentation**

If Opportunity Home chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, Opportunity Home must make such request in writing.

(a) Any request for documentation of domestic violence, dating violence, sexual assault or stalking will:

(i) Specify a deadline of 14 business days following receipt of the request,

(ii) Describe the three forms of acceptable documentation, and

(iii) Provide explicit instructions on where and to whom the documentation must be submitted.

(b) In determining whether to extend the 14-business day period, Opportunity Home will consider factors that may contribute to the victim's inability to provide the documentation in a timely manner. These factors may include, but are not limited to the following:

(i) Cognitive limitations,

(ii) Disabilities,

(iii) Limited English Proficiency,

(iv) Absence from the unit due to hospitalization or time in an emergency shelter,

(v) Administrative delays in obtaining police or court records,

(vi) Danger of further violence, and

(vii) Victim's need to address health or safety issues.

(c) Opportunity Home will also grant reasonable accommodations for persons with disabilities.

(d) During the 14-business day period and any granted extensions, Opportunity Home may not take any adverse actions, such as eviction or termination, against the individual requesting VAWA protection (i.e., grievance hearing, informal review, or informal hearing).

(4) The individual may satisfy this request for documentation by providing any **one** of the following documents as described under 24 CFR 5.2007(b)(i):

(a) A completed and signed Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (Form HUD-5382);

(b) At Opportunity Home's discretion, a statement or other evidence provided by the applicant or participant. The individual's statement should include either:

(i) A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Opportunity Home's program; or

(ii) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer;

(c) A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or

(d) A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, stalking, or the effects of abuse:

(i) Signed by the applicant or tenant; and

(ii) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definitions under 24 CFR 5.2003.

(5) HCV Program Participants may submit their emergency transfer request to 820 S. Flores, San Antonio, TX 78204.

(6) Public Housing Participants may submit their emergency transfer request to the Property Manager for their property. The Property Manager will then forward the emergency transfer request to the Assistant Director for review.

(7) **Conflicting Documentation [24 CFR 5.2007(b)(1)]**

Opportunity Home is prohibited from requiring the victim to provide third-party documentation of victim status, unless:

(a) More than one applicant or participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or

(b) Submitted documentation contains information that conflicts with existing information already available to Opportunity Home.

(8) In the circumstance that an individual has submitted conflicting documentation, Opportunity Home may request the individual submit any one of the following to meet the third-party documentation request:

(a) At Opportunity Home's discretion, a statement or other evidence provided by the applicant or participant. The individual's statement should include either:

(i) A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Opportunity Home's program; or

(ii) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer;

(b) A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or

(c) A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, stalking, or the effects of abuse:

(i) Signed by the applicant or tenant; and

(ii) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definitions under 24 CFR 5.2003.

(d) Opportunity Home must grant the individual 30 calendar days from the date of the request to provide such third-party documentation.

(e) If the individual submits third-party documentation that meets the above criteria and supports the individual's VAWA request, Opportunity Home may not require further documentation of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking.

(f) However, if the individual does not submit any third-party documentation within the required time period or submits documentation that does not meet the above criteria,

Opportunity Home may, but is not required to, accept that individual's assertion of victim status for the purpose of VAWA protection.

Confidentiality

(1) All information provided to Opportunity Home regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that Opportunity Home

- (a) May not enter the information into any shared database,
- (b) May not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and
- (c) May not provide the information to any other entity or individual, except to the extent that the disclosure is
  - (i) Requested or consented to by the individual in writing,
  - (ii) Required for use in an eviction proceeding, or
  - (iii) Otherwise required by applicable law.

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

Emergency Transfer Timing and Availability

(1) While Opportunity Home cannot guarantee that a transfer request will be approved or how long it will take to process a request, Opportunity Home will act as quickly as possible to move a tenant who is a victim to another unit, subject to availability and safety of a unit.

(2) The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)]; therefore, the emergency transfer plan does not guarantee an external transfer to another covered housing program.

(3) At the tenant's request, Opportunity Home will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

(4) **Housing Choice Voucher (HCV) Program**

In accordance with 24 CFR 982.354(c)(2)(iii), Opportunity Home's policies on restricting timing and number of moves do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health and safety of the family or family member.

(a) When a participant submits an emergency transfer request due to reasons that fall under VAWA, the staff member will provide the participant with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form and direct the participant to submit the form to the **VAWA Representative.**

(b) The VAWA Representative will review the request once the certification form, or other written statement, has been completed, and determine whether the case falls under VAWA definitions.

(c) If the case falls under VAWA definitions, the VAWA Representative will provide participant with the move appointment letter in-person.

(i) A move appointment letter **will not** be mailed due to safety concerns.

(ii) If the VAWA Representative requested additional proof of VAWA status due to conflicting documentation and the participant provides the requested documentation at a later date, the VAWA Representative will inform the participant of the move appointment date and time by phone (or in-person if the participant is

submitting documentation in the lobby).

(d) VAWA Representative will retain VAWA documentation in a special case file, and forward the regular tenant file to the Housing Assistance Specialist (HAS) who will conduct the move appointment.

(i) VAWA Representative will send e-mail to the assigned HAS and document in Elite Notes the effective lease termination date and that the appointment is "*Case-Sensitive*" and should be expedited.

(e) The HAS will conduct the move appointment and issue voucher to participant.

(f) If the participant requests to move outside of Opportunity Home's jurisdiction, the portability regulations will still apply [PIH Notice 2016-09].

(5) **Section 8 Moderate Rehabilitation (Mod Rehab) Program**

According to PIH Notice 2017-08, the VAWA rules regarding Emergency Transfer Plans apply to Mod Rehab as a "Covered Housing Program" (24 CFR 5.2003).

(a) If the case falls under VAWA definitions, Opportunity Home will offer the family a tenant-based voucher and follow the expedited move process detailed above for the Housing Choice Voucher Program.

(b) For families who request to move sooner than when a tenant-based voucher will be available, Opportunity Home will offer the participant a transfer to an available Mod Rehab unit or Project-Based Voucher unit provided the participant meets any tenant screening or eligibility requirements of the property.

(i) Participants will not be denied admission on the basis or as a direct result that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

(6) **Project-Based Voucher (PBV) Program**

Unlike families receiving tenant-based assistance under the HCV program, PBV families cannot move with their project-based assistance as the assistance is tied to the unit. However, if a victim makes an emergency transfer request and has been living in the PBV unit for one year or more, Opportunity Home must give the victim priority to receive the next available opportunity for continued tenant-based rental assistance (24 CFR 983.261).

(a) For families that have been living in the PBV unit for one year or more, Opportunity Home will offer the family a tenant-based voucher and follow the expedited move process

detailed above.

(b) For families that have been living in the PBV unit for less than one year, Opportunity Home will place the participant on the Section 8 Tenant-Based Voucher Waitlist with a Public Housing Displacement Preference and will offer a tenant-based voucher once available.

(i) The above preference applies to residents in “good standing” at a Opportunity Home public housing community or a Opportunity Home affiliate housing assistance program who will be displaced through no fault of their own."

(c) For families who request to move sooner than when a tenant-based voucher will be available, Opportunity Home will offer the participant a transfer to an available Project-Based Voucher unit provided the participant meets any tenant screening or eligibility requirements of the property.

(i) Participants will not be denied admission on the basis or as a direct result that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

(7) **Public Housing Program**

(a) When a tenant submits an emergency transfer request due to reasons that fall under VAWA, the staff member will provide the participant with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form and direct the participant to submit the form to their Property Manager.

(b) The Property Manager will review the certification documentation and determine whether the case falls under VAWA definitions.

(c) If the case falls under VAWA definitions, the Property Manager will forward the VAWA documentation to the Assistant Director to confirm certification and/or supporting documentation is properly completed and whether a threat assessment is required.

(i) A threat assessment would only be required in the event that Opportunity Home has received conflicting documentation.

(d) Once the Assistant Director approves the VAWA documentation, the Assistant Director will forward the VAWA documentation to the Unified Application Center (UAC) Manager.

(e) The UAC Manager will notify the Property Manager of the internal transfer unit offer.

(i) An internal transfer refers to a transfer to another unit within the same program but

not within the same property.

(ii) Generally, Opportunity Home will not offer a transfer to a new unit within the same property for safety concerns and will take precautions in choosing the geographic location of the new unit.

(f) The Property Manager will then offer the internal transfer to the new unit by phone or in-person.

(i) A move appointment letter **will not** be mailed due to safety concerns.

(ii) Opportunity Home will offer vacant units of "available" status, which refers to an available unit that is ready for move-in.

(iii) Opportunity Home will only offer vacant units of "maintenance hold" status (an available unit that requires maintenance before move-in) as a last resource.

(g) If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.

(i) Opportunity Home will limit emergency unit transfer offers to one (1) unit offer unless the individual submits supporting documentation of "good cause" to reject the unit offer.

(1) "Good cause" is defined as a situation in which an individual is willing to move but is unable to do so at the time of the unit offer, or the individual demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the individual's race, color, national origin, etc. [ACOP 5-II.D.].

(h) If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.

(i) Opportunity Home may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

(i) For example, a non-elderly individual will not be eligible to transfer to an elderly property.

(j) If Opportunity Home has no safe and vacant units for which a tenant who needs an emergency is eligible, Opportunity Home will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

Safety and Security of Tenants

(1) Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

(2) Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

(3) Participants can also contact Battered Women and Children's Centers through the 24-Hour Crisis Line: 210-733-8810.

(4) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

(5) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center by phone through 1-855-4-VICTIM (84-2846), or online at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

(6) For questions regarding VAWA, please contact Opportunity Home Fair Housing Representative, Priscila Moreno by phone: 210-477-6675, or by email: Priscila_Moreno@homesa.org.

Exhibit 16-3: Notice of Occupancy Rights Under The Violence Against Women Act, Form HUD-5380

Opportunity Home San Antonio (Opportunity Home)
Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

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

Protections for Applicants

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

Protections for Tenants

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

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied

rental assistance or occupancy rights under the Assisted Housing Programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

Removing the Abuser or Perpetrator from the Household

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

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

In removing the abuser or perpetrator from the household, Opportunity Home must follow Federal, State, and local eviction procedures. In order to divide a lease, Opportunity Home may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Opportunity Home may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Opportunity Home may ask

you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, Opportunity Home may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If Opportunity Home does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, Opportunity Home may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Opportunity Home may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Opportunity Home will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Opportunity Home emergency transfer plan provides further information on emergency transfers, and Opportunity Home must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Opportunity Home can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Opportunity Home must be in writing, and Opportunity Home must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Opportunity Home may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Opportunity Home as documentation. It is your choice which of the following to submit if Opportunity Home asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Opportunity Home with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that Opportunity Home has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Opportunity Home does not have to provide you with the protections contained in this notice.

If Opportunity Home receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Opportunity Home has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Opportunity Home does not have to provide you with the protections contained in this notice.

Confidentiality

Opportunity Home must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Opportunity Home must not allow any individual administering assistance or other services on behalf of Opportunity Home (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Opportunity Home must not enter your information into any shared database or disclose your information to any other entity or individual. Opportunity Home, however, may disclose the information provided if:

- You give written permission to Opportunity Home to release the information on a time limited basis.
- Opportunity Home needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Opportunity Home or your landlord to release the information.

VAWA does not limit Opportunity Home's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you.

However, Opportunity Home cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Opportunity Home can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- Would occur within an immediate time frame, and
- Could result in death or serious bodily harm to other tenants or those who work on the property.

If Opportunity Home can demonstrate the above, Opportunity Home should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Antonio HUD Field Office located at Hipolito Garcia Federal Building, 615 East Houston Street, Suite 347, San Antonio, TX 78205-2001, Phone: 210-475-6806, TTY: 800- 877-8339.

For Additional Information

You may view a copy of HUD's final VAWA rule at https://www.federalregister.gov/d/2016-25888.

Additionally, Opportunity Home must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact Opportunity Home Fair Housing Representative, Priscila Moreno by phone: 210-477-6675, or by email: Priscila_Moreno@homesa.org.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Battered Women and Children's Centers through the 24-Hour Crisis Line: 210-733-8810.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact Rape Abuse and Incest National Network (RAINN) through the National Sexual Assault Hotline: 1-800-656-HOPE (4673).

Victims of stalking seeking help may contact the National Center for Victims of Crime at 1-855-4-VICTIM (84-2846).

Attachment: Certification Form HUD-5382

Appendix A

Summary

This Data Sharing Policy sets forth the policies regarding the sharing of program administrative data maintained by Opportunity Home San Antonio with third-parties. The Policy governs how and under what conditions data can be used and shared. The Policy establishes guidelines regarding data use disclosure, informed consent, and third-party data request processing.

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1. Background

Interagency Data Sharing

The Federal Government has increasingly promoted the use of data sharing in interagency coordination, planning, and decision making efforts. In 2010, the U.S. Government Accountability Office (GAO) released a report that indicated data sharing among federal programs could be improved and result in more timely and accurate eligibility determinations and potential program savings[1]. This data sharing concept was further promoted in 2013 when the GAO released a second report that reviewed how selected states and localities are sharing data to improve human services and outlined the benefits of that data sharing[2].

Additionally, the US Department of Housing and Urban Development issued a notice in 2014 stating "PHAs may enter into agreements (or in some cases be required) to provide PII [personally identifiable information] to legitimate researchers under contract or other agreement with HUD to support studies on the effects and operations of HUD programs. Further, HUD encourages PHAs to supply PII to other legitimate researchers who do not have contracts or other agreements with HUD in support of such studies, so long as the PHA in question has taken reasonable precautions to prevent disclosure of PII outside of the research team."[3]

And finally, in January 2017, HUD released a data sharing roadmap to provide public housing authorities with "practical guidance for establishing partnerships with school districts and using data-driven strategies to strengthen the educational outcomes of children living in HUD-assisted housing."[4]

Currently, Opportunity Home is engaged in several HUD sponsored/funded initiatives that include interagency data sharing as a strategy for improving resident self-sufficiency outcomes (i.e., Choice Neighborhood Initiative and MDRC/MTW Rent Reform Study).

Information as an asset

In addition to an increased awareness of the benefits of interagency data sharing and the increased practice of incorporating data sharing as a strategy to achieve better program outcomes, there has also been a recent push for more accessible, available data. Specifically, the May 9, 2013 Executive Order, *Making Open and Machine Readable the New Default for Government Information*, established a framework to help government agencies "institutionalize the principles of effective information management"…"to promote interoperability and openness". In the memorandum to executive departments and agencies, *Open Data Policy--Managing Information as an Asset*, it states that information is a "valuable national resource and

[1] See BENEFIT AND LOAN PROGRAMS: Improved Data Sharing Could Enhance Program Integrity GAO/HEHS-00-119 Benefit and Loan Programs
[2] See HUMAN SERVICES: Sustained and Coordinated Efforts Could Facilitate Data Sharing While Protecting Privacy GAO-13-106 Data Sharing in Human Services
[3] See PIH Notice 2014-10
[4] See The *Data-Sharing Road Map: Improving Student Outcomes through Partnerships between Public Housing Agencies and School Districts*

a strategic asset to the Federal Government, its partners, and the public". By managing government information as an asset, the Federal Government can "increase operational efficiencies, reduce costs, improve services, support mission needs, safeguard personal information, and increase public access to valuable government information."[5]

2. Principles and priorities

- This policy shall apply to the Opportunity Home (the Agency), its employees, and third-parties conducting business, contracting with, and/or collaborating with the Agency.
- This policy is in alignment with PIH-2014-10, U.S. Department of Housing and Urban Development (HUD) Privacy Protection Guidance for Third Parties.
- The Agency is covered by Section 6 of the Housing Act of 1937, the Privacy Act of 1974, 5 U.S.C. §552a (Privacy Act), The Freedom of Information Act (FOIA), 5 U.S.C. § 552, and Section 208 of The E-Government Act, Housing and Community Development Act of 1987, 42 U.S.C. § 1437d (q)(4), 42 U.S.C. § 1437d (t)(2), 42 U.S.C. § 3543, and the Stewart B. McKinney Homeless Assistance Act of 1988, 42 U.S.C. § 3544, further regulate the treatment of this information.
- In addition, the Agency is subject to The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
- This policy is in alignment with the Agency's Strategic Goals, specifically, Goal #1: Empower and equip families to improve their quality of life and achieve economic stability.
- The Agency strives to foster continuous improvement by embracing and actively seeking to collaborate with partner agencies on collective impact initiatives.
- The Agency is committed to being technologically forward-thinking by using the latest technology to make data as widely and freely available as possible while safeguarding the privacy of applicants, residents, and participants, and protecting confidential data.
- The Agency is committed to protecting the rights and privacy of applicants, residents, participants, and employees.
- The Agency values data as a strategic asset to the Agency, its partners, and the public and maintains that it should be used to increase operational efficiencies, reduce costs, improve services, support mission needs, while safeguarding personal information.

3. Definitions

- Program Administrative Data ("Data"):The Agency collects and maintains information about its applicants, residents, and participants for a wide variety of purposes, including: tenant selection, periodic rent determination, property management and compliance with regulatory and contractual obligations.
- Data Sharing: Data sharing is defined as obtaining and disclosing information on individuals who are currently or were in the past receiving housing assistance from the Agency or on one of the Agency's housing waitlists.
- Personally Identifiable Information (PII). PII is defined in OMB M-07-16 as ". . . information which can be used to distinguish or trace an individual's identity, such as

[5] See M-13-13 Subject: Open Data Policy--Managing Information as an Asset

their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc." (PIH-2014-10). Further, all data contained in any Criminal Offender Record Information (CORI), medical history, and data regarding domestic violence or other violent crime shall be Identifiable Data.

- The Agency designates the following PII categories:
  - Directory Information: Directory information is personally identifiable information contained in a record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory Information often includes:
    - Resident Name(s)
    - Address Information (local, permanent, and email)
    - Telephone number (local and permanent)
    - Date of Birth
    - Housing Program
    - Dates of housing assistance
    - EntityID
    - Relationship defined by 50058 to include: "Head", "Co-Head", "Spouse", "Other Adult", "Youth Under 18", "Live-In Aide" (note: categories do not reflect familial relationships)
  - Non-Directory Information: Non-Directory Information is also referred to as "Sensitive Personally Identifiable Information". Non-Directory Information is defined as PII that when lost, compromised or disclosed without authorization could substantially harm an individual. (PIH-2014-10) Non-Directory Information includes, but is not limited to:
    - Social Security Number
    - Driver's License Number
    - Medical record including disability status
    - Financial account numbers such as credit or debit card numbers
    - Case Management Data such as case manager notes and social services referred and received
    - Employment information such as income and source of income
- De-identifiable Information: De-identifiable Information is defined as records and information that are de-identified from all personally identifiable information including but not limited to any information that a reasonable person in the community would be able to link to a specific resident.
- Aggregate Information: Aggregate information is defined as development, program, neighborhood, or agency-wide reports that group resident-level data or household-level data into summary information, eliminating the disclosure of PII. In some cases, one or more residents and/or households may possess a unique or uncommon characteristic (or a combination of characteristics) that would allow them to be identified in the summary information without the actual disclosure of PII. In these instances, the aggregate information is suppressed due to the risk of disclosure.

4. Data Use and Sharing

As a general policy, the Agency requires a data use disclosure to be provided to all applicants, residents, and participants on an annual basis. Additionally, in general the Agency requires a release of information or informed consent from a resident prior to sharing any data about that resident with another entity unless it has been de-identified and/or aggregated to prevent the identification of that resident in the record or summary information. The Agency is subject to federal, state, and local laws that permit the sharing of selected information under specific circumstances without prior consent.

All information provided to Opportunity Home regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and is not entered into a sharable database. As such, this information is generally not disclosed. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, Opportunity Home will inform the victim before disclosure occurs so that safety risks can be identified and addressed [24 CFR 5.2007(b)(4)] .

To view the full policy on Violence Against Women Act (Vawa): Notification, Documentation, Confidentiality, See ACOP Chapter 16 § 16.8 “Violence Against Women Act (Vawa): Notification, Documentation, Confidentiality”, and The Administrative Plan, Chapter 16, § 16.9 “Violence Against Women Act (Vawa): Notification, Documentation,Confidentiality”.

Opportunity Home needs to collect and share information to administer housing assistance programs. In the section below, we list the reasons Opportunity Home can share your personal information; the reasons Opportunity Home chooses to share; and whether you can limit this sharing.

Reasons We May Share Your Personal Information	What Is Shared?	Can You Limit This Sharing?
ADMINISTRATIVE Opportunity Home may collect and/or share resident information to third-parties for the purposes of eligibility, enrollment, and recertification for housing assistance provided. Information may be used to conduct data matching inquiries to identify program integrity issues (e.g., fraud) and improve payment accuracy. The Agency may also use information for auditing purposes, trend analysis, and internal research to improve the Agency’s business practices – including the development, revision, and implementation of agency policies and programs. The Agency may aggregate resident information to generate internal and external reports.	*Directory, *Non-Directory Information, De-identifiable & Aggregate	No
RESEARCH Opportunity Home may share resident information for the purposes of research and evaluation. If the Agency shares non-directory personally identifiable information it will be used for matching records only, the resident information will be destroyed once the matching has occurred, and the resident information cannot be linked back to the final research results made available to the public	Directory, Non-Directory Information, De-identifiable & Aggregate	No
SAFETY AND SECURITY Opportunity Home may share resident information to law enforcement agencies to achieve maximum coordination and cooperation in	Directory Information,	No

Reasons We May Share Your Personal Information	What Is Shared?	Can You Limit This Sharing?
improving the quality of life of residents by reducing criminal activity. Resident directory information is made available to law enforcement agencies in accordance with laws related to the gathering of criminal intelligence defined as "data that is relevant to the identification of and the criminal activity engaged in by an individual who or organization which is reasonably suspected of involvement in criminal activity" [28 CFR 23.1]. Resident directory information is designated by Opportunity Home to include resident name(s), address information (local, permanent, and email), telephone number (local and permanent), date and place of birth, housing program, and dates of housing assistance.	De-identifiable & Aggregate	
PUBLIC INFORMATION REQUESTS Certain information about residents is considered directory information and will be released to anyone who follows the procedures for requesting the information. Resident directory information may be released to any company, individual, or group that requests it in accordance with the Texas Public Information Act (TPIA). Resident directory information is designated by Opportunity Home to include resident name(s), address information (local and permanent), telephone number (local and permanent), date and place of birth, housing program, and dates of housing assistance. In some cases, de-identified and/or aggregate information that cannot be linked back to the resident may be released.	Directory Information, De-identifiable & Aggregate	No
INTERVENTION/OUTREACH THROUGH COMMUNITY PARTNERSHIPS Opportunity Home is currently engaged with a group of community partners through the Eastside Choice and Promise Grants who are working to make sure Eastside families have good schools, safe and long-term housing, good jobs and careers, good health care, and a safe neighborhood. Opportunity Home would like to extend these partnerships to all of its residents. Opportunity Home may use and/or share resident information to community partnerships for the purposes of program oversight and accountability including but not limited to activities that allow for a better understanding of how services are being provided and the degree to which they are effective; the number and populations of clients served and the extent that they are accessing multiple services; and to monitor outcomes of participants across domains (e.g., education, employment or health). Community partners with whom release and receipt of information may include, but is not limited to: US Department of Housing and Urban Development, TX Attorney General Office, Local government, US Department of Veterans Affairs, TX Department of Health and Human Services, Urban Strategies, Choice and Promise Neighborhood Initiative partners, US Social Security Administration, Courts, Law Enforcement Agencies, Probation/Parole Officers, City Welfare Departments, TX Department of Housing and Community Affairs, Outreach Workers and Case Managers, and Utility Companies. All Opportunity Home partners covered by this notice have entered into a Memorandum of Understanding with Opportunity Home that describes what information is being shared, how the information is being shared, and why the information is being shared. You can get a full list of all Opportunity Home partners who have a current Memorandum of Understanding with Opportunity Home at www.homesa.org.	Directory, **Non-Directory Information, De-identifiable & Aggregate	Yes, Only Non-Directory Information
EDUCATION Opportunity Home partners with select school districts in Bexar County on limited education initiatives that are intended to increase student attendance and educational outcomes. Opportunity Home may use and/or share	Directory, **Non-Directory Information,	Yes, Only Non-Directory Information

Reasons We May Share Your Personal Information	What Is Shared?	Can You Limit This Sharing?
resident information to partner school districts. Opportunity Home may also receive education records from the school district.	De-identifiable & Aggregate	

5. Consent

- The Agency must allow residents to opt in of data sharing at any time except where prohibited by law.
- The consent must:
  - Be signed and dated by all residents 18 years and older;
  - Be signed by the legal guardian of all residents under the age of 18.;
  - Specify the information that will be shared;
  - State the purpose of the disclosure; and
  - Identify the party or class of parties to whom the disclosure may be made.
- "Written consent" includes a record and signature in electronic form if it
  - Identifies and authenticates a particular person as the source of the electronic consent; and
  - Indicates such person's approval of the information contained in the electronic consent.

6. Roles and Responsibilities

- The Agency must inform applicants, residents and voucher holders on an annual basis of the current data sharing policies.
- The Agency must disclose to applicants, residents and voucher holders how the Agency uses and shares their information.
- The Agency must obtain proper consent prior to sharing any PII/Non-Directory Information.
- The Agency's **Chief Administrative Officer** ("Officer") enforces this policy.
- The Agency's **Compliance Manager** serves in the capacity of the Data Sharing Compliance Monitor. Such individual reports to the Officer and serves as the point of contact with data sharing partners for purposes of ensuring data sharing compliance and is designated as the "DSA contact" for all executed Data Sharing Agreements.
  - Other duties of the Data Sharing Compliance Monitor include ensuring a privacy impact assessment has been completed and documented, the DSA has been executed as applicable, the Agency has any applicable consents from residents, and coordinates with the Innovation Technology department to initiate and implement the prescribed data sharing protocols which includes reviewing the data prior to disclosure. In addition, the Data Sharing Compliance Monitor will manage all documents in one central location and keep the list of partners up-to-date on www.Opportunity Home .org.
- The Agency's **Data Sharing Compliance Committee** (DSCC) will serve as the data sharing subject matter experts for the agency. The committee must include a representative from the following departments: Innovative Technology, Legal, Compliance, Internal Audit, and Policy & Planning. In addition, on a case by case basis,

data stewards from the department for whom the data request covers should be included on the committee. The committee is responsible for completing the privacy impact assessment.

- The Agency's department/staff who receives the data sharing request serves as the point of contact with the partner for the term of the Data Sharing Agreement and is designated as the "Partnership Liaison" in the agreement. The department/staff is responsible for submitting the initial data request form, completing the DSA template, and reporting on the outcomes of the data sharing agreement.

7. Data Sharing Process

- If the Agency receives an information request from the general public, the request follows the Public Information Request process as outlined in the agency's Public Information Request policies.
- Information requests from established partner agencies or potential partner agencies follows the data sharing partnership process as outlined below.
    - Data Sharing Request
        - The Agency department/staff who receives the request completes a data sharing request form and submits to the Compliance Manager.
    - Data Sharing Request: Review and Approval
        - The Compliance Manager reviews the request and convenes the Data Sharing Compliance Committee (DSCC).
        - The DSCC reviews the request and completes the privacy impact assessment.
            - Privacy Impact Assessment: At time the Agency receives a request for the disclosure of information, a privacy impact assessment shall be conducted by the department receiving the request and reviewed by the legal department prior to any disclosure to a partner agency. The Assessment must include:
                - General business purpose for sharing the data
                - Review of Identifiable data being requested
                - Review of third-party security controls
                - Review of current consent forms and applicability
            - Data Sharing Partnerships: If the privacy impact assessment results indicate the risk of disclosure is acceptable, The Agency may enter into data sharing partnership with the requesting agency.
        - The Agency department/staff who submitted the original request completes the data sharing agreement template and submits to the Compliance Manager.
        - The Compliance Manager coordinates the approval process which includes: legal review, CAO approval, and contract execution.
    - Data Gathering & Documentation: Once approval is granted, data gathering, data documentation, and final contract execution with partner is completed.

- Data Review: Prior to the sharing of any information under the agreement, data must be reviewed by the compliance manager, DSCC, and the original department/staff to ensure all data is in compliance with the DSA and the data meets the business needs of the partnership. In addition, the data sharing partnership must be added to the list of data sharing partners listed on the website, www.homesa.org.
- Data Share: Once data review is completed, data shall be shared in accordance with the standard of care procedures outlined in the DSA.
- Evaluate: The Agency must review all DSAs on a regular basis to ensure the partnership is compliant with applicable law and continues to support the Agency to increase operational efficiencies, reduce costs, improve services, support mission needs, while safeguarding personal information.

- Data Sharing Agreement (DSA): The Agency must require that any third party that has access to PII/Non-Directory Information execute a standard Data Sharing Agreement, binding the third party to the requirements of this policy. A DSA may be part of a memorandum of understanding.
  - the Agency must require redisclosure limitations under any DSA that prohibits the re-disclosure of data except as allowed under the Computer Matching and Privacy Protection Act of 1988.
  - the Agency must require adequate and effective security controls of third parties to protect the confidentiality, availability, and integrity of all systems and data.
  - Both the Agency and third party agencies receiving data should consider and apply all appropriate management, operational, and technical security controls commensurate with the level of risk and magnitude of harm that would occur if the security of the data and the systems that process it were breached. In particular, physical security needs, personnel security needs, network security, procedures for the retention and timely destruction of identifiable records.

8. Data Access & Security

- The Agency data is kept on servers behind a best-of- grade firewall and is protected by intrusion detection technology, up-to- date virus protection and current system patches.
- Access to Agency data is limited to staff only on a need-to- know basis via network accounts with passwords that are required to be at least 8 characters long and must consist of a mixture of alphabetic, numeric and special characters. Passwords must be changed every 30 days.
- All staff are required to undergo Data Security Awareness training annually.
- The Agency may enter into an agreement with a third-party to host data as long as the agreement is in compliance with applicable law and confidentiality requirements.

9. Data Providers' Rights

- Applicants, residents, voucher holders or other participants in the Agency programs have the following rights, provided by Section 552a(b) of the Privacy Act, in regard to their Personal Data collected by the Agency.
- Right to consent to disclosure of PII.

- Right to be informed annually on the Agency's Data Sharing Policy.
- Right to withdraw consent at anytime by contacting the Data Security and Privacy Officer.
- Right to be notified if the Agency receives a legal order to release PII data, in accordance with the provisions of the Privacy Act.
- Right to inspect and copy any data collected about them at Provider's expense, except as provided by the Privacy Act.
- Right to ask questions and receive answers from the Agency regarding processes and procedures for data collection and use.
- Right to object to the collection, maintenance, dissemination, use, accuracy, completeness or type of data held by the Agency. The Agency shall investigate the objection and shall either correct the problem or make the objection part of the person's file. If individuals are dissatisfied, they may request an internal hearing with Agency staff.
- Right to grant or withhold their permission when requested to provide information or release of information; however, failure to permit the Agency to obtain the required information or agree to its release consistent with this Policy may result in delay, ineligibility for programs, or termination of tenancy or housing subsidy.

OPPORTUNITY HOME SAN ANTONIO

A COMMUNITY OF POSSIBILITIES

Appendix B | Glossary

Acronyms Used in Public Housing

AAF	Annual adjustment factor (published by HUD in the Federal Register and used to compute annual rent adjustments)
ABP	All bills paid
ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Policy
ADA	Americans with Disabilities Act of 1990
AMI	Area median income
AMP	Asset management project
AR	Annual reexamination
BOC	Board of Commissioners
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFP	Capital Fund Program
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CHR	Criminal history report; Credit history report
COFC	Change in Family Composition
COI	Change of Income
COLA	Cost of Living Adjustment
COO	Certificate of Occupancy
CSSR	Community service and self sufficiency requirements
EID	Earned income disallowance
EIV	Enterprise Income Verification
EOP	End of participation
FHA	Federal Housing Administration

FHEO	Fair Housing and Equal Opportunity (HUD Office)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HA	Housing authority or housing agency
HCD	Housing and Community Development (HUD)
HCV	Housing choice voucher
HIP	Housing Information Portal
HOH	Head of household
HOPE VI	Revitalization of Severely Distressed Public Housing Program
HOTMA	Housing Opportunity through Modernization Act of 2016
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IPA	Independent public accountant OR Independent audit
IR	Interim reexamination
IRA	Individual Retirement Account
IRS	Internal Revenue Service
IVT	Income Validation Tool
LBP	Lead-based paint
LEP	Limited English proficiency
LIHTC	Low-income housing tax credit
LTA	Lease termination agreement
MTCS	Multi-family Tenant Characteristics System (now the Form HUD-50058 submodule of the PIC system)
MTW	Moving to Work

NSF	Non-Sufficient Funds
NSPIRE	National Standards for the Physical Inspection of Real Estate
OAG	Office of the Attorney General
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PHA	Public housing agency
PHAS	Public Housing Assessment System
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
PII	Personally identifiable information
QC	Quality control
QHWRA	Quality Housing and Work Responsibility Act of 1998
RAD-10	Request for additional documentation
RBM	Recertification by mail
RCN	Rent change notice
REAC	(HUD) Real Estate Assessment Center
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
SAFMR	Small area fair market rent
SSA	Social Security Administration
SSI	Supplemental security income
TANF	Temporary assistance for needy families
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Reauthorization Act of 2005
VG	HUD Verification Guidance 2004
WL	Waitlist

Glossary of Public Housing Terms

Accessible. The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

Actual and imminent threat. A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm.

Adjusted Income. Annual income, less allowable HUD deductions.

Adjusted Annual Income. Same as Adjusted Income.

Administrative fee. Fee paid by HUD to Opportunity Home for administration of the program. (See §982.152).

Administrative & Continued Occupancy plan. The plan that describes PHA policies for administration of Public Housing programs. The Administrative & Continued Occupancy plan and any revisions must be approved by Opportunity Home's board and included as a supporting document to Opportunity Home Plan.

Admission. The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Annual Income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Advocate. A representative of an established community organization which publicly supports or recommends a particular cause of policy. Persons who meet this definition represent families in a professional capacity as an official representative of their organization. (16.4.C).

Annual contributions contract (ACC). *The* written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and Opportunity Home agrees to comply with HUD requirements for the program.

Annual Income. Annual income. All amounts not specifically excluded in 24 CFR 5.609(b), received from all sources by each member of the family who is 18 years of age or older or is the head of household, spouse or cohead, plus unearned income by or on behalf of each dependent who is under 18 years of age.

Annual Income Exclusions. (See Exhibit 6-2 Annual Income Exclusions).

Annual Income Inclusions. (See Exhibit 6-1 Annual Income Inclusions).

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Assets. (See Net Family Assets).

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

Bifurcate. Subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy.

Budget authority. An amount authorized and appropriated by Congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to Opportunity Home over the ACC term of the funding increment.

Child. *A* member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. *A* citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common space. In shared housing: Space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of data bases containing records about individuals.

Community Service. The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities.(24 CFR 960.601(b), Notice 2015-12).

Complainant. Any tenant whose grievance is presented to Opportunity Home or at the project management office.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Day laborer. *An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.*

De minimis error. *An error that results in a difference in the determination of a family's adjusted income of $30 or less per month.*

Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Designee. A person whom the family authorizes as an agent to conduct business with Opportunity Home on the family's behalf through a Power of Attorney or as a reasonable accommodation for persons with disabilities.

Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary

apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See Exhibit 3-1 Detailed Definitions Related to Disabilities. (24 CFR 5.403)

Displaced family. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic violence. Any felony or misdemeanor crimes committed under the family or domestic violence laws of the jurisdiction receiving grant funding. In the case of victim services, the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by any one of the following: (A) a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; (B) a person who is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (C) a person who shares a child in common with the victim; or (D) a person who commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Drug. A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity. the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug. (42 U.S.C. 1437f(f)(5))

Drug-trafficking. The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Due Process Determination. A determination by HUD that the law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

Earned income disallowance. (See Exhibit 6-4).

Earned income. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Economic Self-Sufficiency Program. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see §5.603(c).

Elderly family. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person. An individual who is at least 62 years of age.

Eligible Family (Family). A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.

Employer Identification Number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted to evidence citizenship or eligible immigration status. (See §5.508(b)).

Expedited Grievance. A procedure established by Opportunity Home for any grievance or termination that involves:

-Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or Opportunity Home's public housing premises by other residents or employees of Opportunity Home; or

-Any drug-related criminal activity on or off the premises.

Extremely Low Income Family. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. *(CFR 5.603)*

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

Fair Housing Act means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

Family. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in Opportunity Home policy.

A single person, who may be:

- An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
- An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

A group of persons residing together, and such group includes, but is not limited to:

- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

Family self-sufficiency program (FSS program). The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see §982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by Opportunity Home under Opportunity Home subsidy standards.

Federal agency. A department of the executive branch of the Federal Government.

Foster Adult. A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster Child. A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Foster Child Care Payment. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

Full-time Student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (*CFR 5.603*).

Funding increment. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for Opportunity Home program.

Gender Identity. Gender Identity means actual or perceived gender characteristics, regardless of the sex assigned to an individual at birth.

Good Cause. A conflict such as hospitalization, family emergency or extraordinary circumstance, as determined by Opportunity Home. For "Other Good Cause," see 13.3.C(2).

Grievance.Any dispute which a tenant may have with respect to Opportunity Home action or failure to act in accordance with the individual tenant's lease or Opportunity Home regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Gross Rent. The sum of the rent to the owner (Opportunity Home) plus any utility allowance.

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

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See 24 CFR 8.3).

Handicap Assistance Expense. See "Disability Assistance Expenses."

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Health and medical care expenses. Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Hearing Officer. An impartial person selected by Opportunity Home, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.

Homeless. The McKinney-Vento Homeless Assistance Act requires HUD to define Homeless as any individual or family who:

(a) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized;

(b) has no other safe residence; and

(c) lacks the resources to obtain other safe permanent housing.

Household. A broader term that includes additional people who, with Opportunity Home's permission, live in an assisted unit with the eligible family, such as

- Live-in aides
- Foster children, and
- Foster adults

Housing agency (HA). *A* State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing).

HUD. The Department of Housing and Urban Development.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in

which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).

- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

Immediate family member. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.

Imputed Asset. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed $5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income-based rent. A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Incremental earnings and benefits. The difference between the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and the total amount of welfare assistance and earnings of the family member after enrollment in the program. (see 6.1.D(g)(iv).

Individual with handicaps. Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

Independent contractor. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

Inflationary index. An index based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) used to make annual adjustments to the deduction for elderly disabled families, the cap for imputing returns on assets, the restriction on net family assets, the amount of net assets Opportunity Home may determine based on self-certification by the family, and the dependent deduction.

Infestation. When more than one dead or live insect or rodent is observed in a unit or in an inspectable item location in common areas (e.g., halls, corridors, stairs, laundry room, lobby office, etc.).

Jurisdiction. The area in which Opportunity Home has authority under State and local law to administer the program.

Lease. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family at a Opportunity Home Public Housing development.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Local Preference. A preference used by Opportunity Home to select among applicant families.

Low Income Family. A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.(24 CFR 5.603)

Medical expenses. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. *A* family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

National. *A* person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets.The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets

disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Noncitizen. *A* person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA). For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Over-Income (OI) Family. A family whose income exceeds the OI limit. This term includes families during the grace period or that are in the period before termination and are still public housing program participants. Note that in the public housing program, this term previously referred to a family that is not a low-income family (i.e., a family with an income exceeding 80 percent Area Median Income (AMI)).

Over-Income (OI) Limit. This amount is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4 (i.e., 120 percent of the AMI).

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant. (For Public Housing, Opportunity Home is the owner)

PHA Plan. The annual plan and the 5-year plan as adopted by Opportunity Home and approved by HUD.

Persons With Disabilities. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means and “individual with handicaps” as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See “Individual with handicaps”

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Public Assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

Public Housing Agency (PHA). Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Real property. Real property has the same meaning as that provided under the law of the state in which the property is located.

Receiving PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Recertification. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

Remaining Member of Tenant Family. Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving a widow age 47 who is not disabled).

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based voucher assistance, and moderate rehabilitation programs, the responsible entity means Opportunity Home administering the program under an ACC with HUD.

Secretary. The Secretary of Housing and Urban Development.

Section 8 covered programs. *A*ll HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959

Security Deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner (Opportunity Home) upon termination of the lease.

Seasonal worker. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Sexual Assault. *Any nonconsensual sexual act proscribed by Federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a))*

Single Person. A person living alone or intending to live alone.

Smoke-Free Policy. (See Exhibit 8-1: Smoke-Free Policy)

Social Security Number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on Opportunity Home waiting list or without considering the applicant's waiting list position.

Specified Welfare Benefit Reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Sporadic Income. Income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic income if future work could not be anticipated and no historic, stable pattern of income existed.(6.1.D(2)(a)(ii)).

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent. See "Payment Under the Lease".

Term of Lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

Total Tenant Payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Training Program. A learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. (see 6.1.D(g)(iii)).

Unearned income. Any annual income, as calculated under 24 CFR 5.609, that is not earned income.

Unit. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. In Public Housing, the amount, if any, by which the utility allowance for a unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low Income Family. A low-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violence Against Women Reauthorization Act (VAWA) of 2013. Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis of the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Waiting list admission. An admission from Opportunity Home waiting list.

Welfare assistance. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include

assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS Program (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.