



**PUBLIC HOUSING PROGRAM ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY (ACOP)**

Approved by the St. Petersburg Housing Authority Board of Commissioners on October 22, 2020;  
Resolution #2575.

**OCTOBER 2020**

## **Chapter 1**

### **Statement of Policies and Objectives**

Administration of the Public Housing Program and the functions and responsibilities of the St. Petersburg Housing Authority staff shall be in compliance with the Personnel Policy and the Department of Housing and Urban Development's (HUD) Public Housing Regulations, as well as all Federal, State, and local Fair Housing laws and regulations. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

It is the policy of SPHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for SPHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and SPHA.

#### ***Jurisdiction***

The jurisdiction of the St. Petersburg Housing Authority is the City of St. Petersburg and a ten (10) mile radius outside of city limits.

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

*The mission of the St. Petersburg Housing Authority is to provide a variety of safe, sanitary, accessible, decent and affordable housing to the citizens of the City of St. Petersburg, while enhancing and promoting self-sufficiency.*

#### **B. REASONABLE ACCOMMODATIONS POLICY**

A Public Housing participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability. SPHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. SPHA may request completion of a form describing the requested accommodation, and will assist the requestor in completing the form, if needed. However, failure to complete the form is not a determining factor for granting or denying a reasonable accommodation.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this ACOP, including when a family initiates contact with SPHA, when SPHA initiates contact with a family including when a family applies, and when SPHA schedules or reschedules appointments of any kind. All decisions granting or denying requests for reasonable accommodations shall be in writing.

Reasonable accommodation will be made for persons with a disability that requires an advocate or

accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability. SPHA's office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by an available TTD/TDY service.

Requests for reasonable accommodations from persons with disabilities will be granted at the expense of SPHA upon verification that they meet the need presented by the disability, and they do not create an undue administrative or financial burden or fundamentally alter the nature of the program.

In accordance with Section 504 and the Fair Housing Amendments Act of 1988, SPHA shall either make modifications to a current unit or relocate a resident with a disability to a unit with accessible features. If there is no accessible unit available, SPHA shall make structural modifications to its housing and non-housing facilities. [24 CFR §§8.21, 8.23, 8.24, and 8.25] SPHA may also make reasonable accommodations, or combinations of structural modifications and reasonable accommodations, to permit persons with disabilities to take full advantage of the housing program, so long as in making an accommodation, said modification(s) does not amount to an undue financial and administrative burden. [24 CFR §100.204]

SPHA retains the right to be shown how the requested accommodation enables the individual to access or use SPHA's programs or services. If more than one accommodation is equally effective in providing access to the SPHA's programs and services, SPHA retains the right to select the most efficient or economic choice. In making reasonable accommodations or structural modifications to existing housing programs [24 CFR §8.24], or in carrying out other alterations for otherwise qualified persons with disabilities [24 CFR §8.23(b)], SPHA is not required to:

- Make each of its existing facilities accessible; [24 CFR §8.24(a)(1)]
- Make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR §8.24(b)]
- Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR §8.32(c)]
- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible housing units above or below the grade level; [24 CFR §8.26]
- Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR §8.24(a)(2)]
- Take any action that would result in an undue financial and administrative burden on SPHA. [24 CFR §8.24(a)(2)] This is not applicable to housing undergoing substantial alterations or new construction; and
- When SPHA is making substantial alterations (in developments with fifteen (15) or more housing units, where the value of the work exceeds seventy-five percent (75%) of the replacement cost of the facility) to an existing housing facility. [24 CFR § 8.23] SPHA is not required to:

- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible housing units above or below the grade level; [24 CFR § 8.26] Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR §§ 8.32 (c)] and
- Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. For purposes of this Handbook, “structural impracticability” is defined as: (A) changes having little likelihood of being accomplished without removing or altering a load-bearing structural member; and/or (B) changes that cost fifty percent (50%) or more of the value of the element of the building or facility involved. [24 CFR §§8.32(c), 40.1, *et seq.* (Uniform Federal Accessibility Standards)]

Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

SPHA is required to provide persons with disabilities with housing appropriate for their needs. The accessible or adaptable housing enables persons with disabilities to participate in the public housing program. SPHA is obliged to offer reasonable accommodations to applicants with disabilities. This shall not affect SPHA’s screening or eligibility standards, but might require SPHA to revise its procedures or practices in carrying out these standards. This requirement applies to services provided by SPHA and by delegate agencies that operate on SPHA property.

### **C. FAIR HOUSING POLICY**

It is the policy of SPHA and any entity designated by SPHA to manage its property(ies) to comply with all applicable laws relating to civil rights, including:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) and 24 CFR Part 1
- Fair Housing Act (42 U.S.C. §§3601-3631) and 24 CFR Parts 100, 108, and 110
- Executive Order 11063 on equal opportunity in housing and 24 CFR Part 107
- Executive Order 13166 on improving access to services for persons with limited English proficiency
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and 24 CFR Part 8
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and 24 CFR Part 146
- Title II of the Americans with Disabilities Act (42 U.S.C. §§12131-12134), 28 CFR 35
- The Violence Against Women Act 2013
- All applicable state and local laws and ordinances
- SPHA shall not discriminate because of race, color, national origin, sex, religion, familial status, sexual orientation, or disability in the leasing, rental, or other disposition of housing or related facilities, including land part of any development(s) under SPHA’s jurisdiction. [24 CFR §100.5]

Under the Housing and Community Development Act of 1992, SPHA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities). SPHA shall not, on account of race, color, national origin, sex, religion, familial status, sexual orientation, or disability:

- Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs
- Provide housing which is different from that provided to others<sup>1</sup>
- Subject a person to segregation or disparate treatment
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission<sup>2</sup>
- Deny a person access to the same level of services<sup>3</sup>
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program

SPHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (*e.g.*, families with children born to unmarried parents, elderly families with pets, families with members who have eligible immigration status, etc.). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. [24 CFR §960.205]

SPHA shall not permit these policies to be subverted for personal or political favors. SPHA shall not offer housing units in an order different from that prescribed by this policy, since doing so violates the policy, federal law and the civil rights of other families on any waiting list(s). [24 CFR §960.204(a)(3)(ii)]

Under 24 CFR 5.2005(c)(2), criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or affiliated individual of the tenant is the victim.

## **1. NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS LIMITED ENGLISH PROFICIENCY (LEP)**

St. Petersburg Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. In accordance with HUD's final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, SPHA shall consider the following factors in deciding if or how to assist limited English proficient persons:

- Number or proportion of applicants and participants who do not speak English and who speak another language in the eligible service area.

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<sup>1</sup> SPHA is required to provide persons with disabilities with housing appropriate for their needs. The accessible or adaptable housing enables persons with disabilities to participate in the public housing program.

<sup>2</sup> SPHA is obliged to offer reasonable accommodations to applicants with disabilities. This shall not affect SPHA's screening or eligibility standards, but might require SPHA to revise its procedures or practices in carrying out these standards.

<sup>3</sup> This requirement applies to services provided by SPHA and by delegate agencies that operate on SPHA property.

- Frequency with which limited English proficient individuals come in contact with the program.
- The nature and importance of the program, activity or service provided.
- The resources available to SPHA.

### **Implementation Plan**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the SPHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the SPHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the SPHA's public housing program and services.

If it is determined the SPHA serves LEP persons, and the SPHA has very limited resources, the SPHA has and will continue to develop a written Language Assistance Plan (LAP), and will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. SPHA will use entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants. These entities will be contacted for input into the process.

If the SPHA determines it is appropriate to continue to develop a written LAP, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LAP.

## **2. APPLYING FOR ADMISSION**

All persons who wish to apply for any of SPHA's programs must submit a pre-application, as indicated in its public notice. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by SPHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

### **3. ACCESSIBILITY**

SPHA offices, facilities and programs used by applicants must be accessible to applicants with disabilities. If offices, facilities and programs are not accessible and located on accessible routes, some shall be made so, subject to the undue financial and administrative burden test. [24 CFR §8.20 and 8.21]

Documents intended for use by applicants and residents shall be made available in formats accessible for those who have vision or hearing disabilities. SPHA staff shall be sensitive to applicants who have disabilities or limited abilities in reading comprehension. For applicants or residents who have limited reading skills, staff shall read and explain documents that are normally handed out to be read or completed. SPHA or the Property Manager shall work to identify residents who may wish to assist applicants as part of the resident community service requirements, if any. [24 CFR §8.6]

At the point of initial contact, SPHA staff shall ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone accompany the applicant to receive, interpret and explain housing materials. [24 CFR §8.6]

SPHA staff shall be trained to provide examples, verbally and in written format, of complicated concepts such as eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance to enable applicants with learning or cognitive disabilities to understand as much as possible. [24 CFR §8.6]

At a minimum, SPHA shall prepare the following information in clearly written and accessible formats:

- Marketing and informational materials;
- The application form and information about the application process;
- All form letters and notices to applicants and residents;
- General statement about reasonable accommodation;
- Orientation materials for new residents;
- The lease and house rules;
- Guidance or instructions about care of the housing unit;
- Information about opening, updating or closing of waiting lists, if any;
- All information related to applicant's rights (to informal hearings, etc.).

### **D. FAMILY OUTREACH**

SPHA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on a regular basis. When SPHA's waiting list is open, SPHA will publicize the availability and nature of housing assistance for very low income families on SPHA's website, [www.stpeteha.org](http://www.stpeteha.org), in a newspaper of general circulation,

minority media, and by other suitable means.

SPHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

If the waiting list is open, SPHA will accept referrals from local providers for available housing. SPHA will determine housing eligibility factors of the applicants.

## **E. PRIVACY RIGHTS**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/SPHA will release family information.

SPHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Staff will make best effort to ensure that files are not be left unattended or placed in common areas.

Criminal Background check information will be kept in a separate file with access only by persons authorized by local law enforcement and SPHA. Upon making a determination of eligibility, the criminal background check information will be destroyed.

Any and all information which would lead one to determine the nature and/or severity of a person's disability will not be placed in applicant or tenant files, but must be returned or destroyed. The personal information will be reviewed by the authorized SPHA representative, review of documents will be noted in the file and the originals will be returned to the applicant/tenant. If there is a need to maintain this information, it must be kept in a separate folder and marked "confidential". The personal information must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

SPHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing or assisted housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action. Any request for applicant or Resident information will not be released unless there is a signed release of information request from the applicant or Resident.

## **F. REQUIRED POSTINGS**

In each of its offices, SPHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. This Admissions and Continued Occupancy Policy (ACOP)
2. Notice of the status of the waiting list (opened or closed)

3. A listing of all developments by name, address, number of units, and office hours
4. Income Limits for Admission
5. Utility Allowance Schedule
6. Current Schedule of Routine Maintenance Charges
7. Dwelling Lease
8. Grievance Procedure
9. Fair Housing Poster
10. Equal Opportunity in Employment Poster
11. Any current SPHA Notices
12. SPHA's PHAS score and designation
13. Flat Rent Schedule
14. Reasonable Accommodation Policy
15. Smoke Free Policy
16. Banned List
17. Income Limit for Continued Occupancy

#### **G. CRIMINAL BACKGROUND/ACTIVITIES POLICY**

SPHA shall conduct criminal background checks on all applicants, including live-in aides, and on all tenants at least annually, or prior to making an offer of housing. Applicants or tenants who have not committed any violent or drug-related criminal activity or non-violent and/or non-drug (illegal substances)-related criminal activity within five (5) years of the date of processing the application or since the last tenant background check may be considered for occupancy or continued occupancy. Non-violent or non-drug activities within five (5) years may be reviewed and considered on a case-by-case basis in the best interests of the residents and SPHA, in SPHA's sole discretion.

Information found that, in SPHA's sole discretion, would cause the applicant to be denied or the resident's lease to be terminated shall be sent to the applicant/tenant who may dispute the information in writing within ten (10) days. Disputes will be considered on a case-by-case basis and a written decision will be provided by SPHA within ten (10) business days of receipt of the written dispute by the SPHA Management Office. Tenants who disagree with the determination made or actions taken by SPHA regarding non-violent or non-felony drug-related criminal backgrounds or activities may avail themselves of the SPHA Grievance Policy. Applicants may avail themselves of the SPHA Grievance Policy for all denials. For violent or drug-related lease terminations, the tenant has no right to a grievance hearing but may avail themselves of the due process afforded them through the court eviction process.

SPHA may require a family member who SPHA determines is not in compliance with this Policy to be removed from the application or to vacate an apartment in order for the family to be offered housing or continue to occupy the unit. The family must then agree to cooperate with issuing a police trespass notice or warrant excluding the family member from entering SPHA properties, if requested by SPHA. Failure to cooperate with the trespass may result in lease termination.

SPHA will use a preponderance of evidence as a considering factor for determination of eligibility or termination. SPHA may consider written or verbal statements from law enforcement and/or from individuals and/or tenants of observed criminal activity when considering offers of housing or lease terminations. Eligibility for all applicants and tenants is subject to the requirements of Chapter 2, Paragraph F, Suitability, herein.

Formerly incarcerated individuals who have been released within no less than six (6) months may be considered for occupancy at SPHA's sole discretion, provided, at a minimum, that SPHA deems the individual meets the criminal background/activity descriptions hereinabove and participates in one or more supportive services programs for reentry into the community for a period of six (6) months or longer. Other requirements may be offered by SPHA on a case-by-case basis.

Mandatory Denials per Federal Law: SPHA will deny admission and/or continued occupancy to a household if a member is subject to a lifetime registration requirement under a state sex offender registration program and/or if a member has been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing.

## **Chapter 2**

### **Eligibility for Admission**

This Chapter defines both HUD and SPHA's criteria for admission and denial of admission to the program. The policy of SPHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. SPHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SPHA pertaining to their eligibility.

#### **A. ELIGIBILITY FACTORS**

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by SPHA.

The HUD eligibility criteria are:

- An applicant must be a "family" as defined in Paragraph B below;
- The head of household must be at least 18 years of age or an emancipated minor at the time the applicant is offered housing;
- An applicant must be within the appropriate Income Limits;
- An applicant must furnish Social Security Numbers for all family members that are declaring eligibility or certify if a family member does not have a Social Security Number when not declaring eligibility;
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required:
  - At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before SPHA may provide any financial assistance
- No member of the household may have been evicted from Public Housing, Indian Housing, Section 236 or any Housing Choice Voucher/Section 8 Program for violent or drug-related criminal activity for five (5) years prior to the date of application.
- Meets or exceeds the standards for the criminal background check;
- Meets or exceeds the tenant selection and suitability criteria as set forth in the ACOP; and
- For continued eligibility- does not exceed 120% of the median income for the area.

#### **Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list and is nearing the time to be offered a housing unit.

## **B. FAMILY COMPOSITION**

The applicant must qualify as a Family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship. (See Chapter 5, Occupancy Guidelines.)

A group of persons is defined by SPHA as two or more persons who intend to share residency, and whose income and resources are available to meet the family's needs and will live together in SPHA housing.

### **1. The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:**

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- b. 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.

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

***Gender identity*** means actual or perceived gender-related characteristics.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) include:

***Disabled family*** means a family whose head (including co-head), spouse or sole member is a person with a disability; Two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

***Elderly family*** means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age; Two or more persons who are at least sixty-two (62) years of age living together; or One or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

***Near elderly*** family means a family whose head (including co-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.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

#### **Other Definitions:**

##### ***A displaced family, which is:***

- A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

##### ***A remaining member of a tenant family, which is:***

- An adult or an emancipated minor. If the remaining member of a Resident family is a minor(s), it may be necessary for an adult to temporarily or permanently move into a unit to serve as a guardian for children residing in the unit. The temporary or permanent guardian is subject to the eligibility requirements as stated in this policy and will be placed as the Head of Household. An exception may be made in regard to a criminal background check for the guardian. In the interest of the minor(s), and at the discretion of SPHA, this requirement may be waived for a guardian and the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time, as determined by SPHA, to find a replacement guardian or vacate the property.

##### ***A single person, who is not:***

- an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

#### **Head of Household**

The head of household is the **adult** member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

#### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Non-Citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

#### **Co-Head**

An adult individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

## Live-In Aid

A family may include a **live-in aide**, provided that the live-in aide:

- Is determined to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with a disability;
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide the necessary supportive services for the person(s).

A **live-in aide** is not considered to be an assisted family member and has no rights or benefits under the program:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
- Live-in aides are not subject to Non-Citizen Rule requirements; however live-in aides must provide a SSN in order to occupy the unit. (See PIH 2012-10- In accordance with 24 CFR §5.216, applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, with the exceptions as provided under the SSN provisions.); and
- Live-in aide will not be considered as a remaining member of the applicant or participant family.

A live-in aide may only reside in the unit with the approval of SPHA. Written verification will be required from the doctor providing the particular care at each annual reexamination. The verification must specifically state that a live-in aide is essential for the daily care of the family member who is elderly, near-elderly or disabled.

While a live-in aide or caretaker who resides in the unit may be a lawful occupant, nonetheless such individual is not a tenant and the protections of VAWA would not apply, except the live-in aide or caretaker cannot be denied assistance if he or she is a victim and independently applies for assistance.

In accordance with PIH 2009-22 (HA), a live-in aide is not a family member of the assisted family (household) and is not entitled to the unit as the remaining member of the tenant family. Live-in aides must meet all of the elements of the definition described above.

The live-in aide's family members may also reside in the unit with SPHA's prior written approval. The presence of the live-in aide's family members must not overcrowd the unit, and a larger unit size for the live-in aid's family will not be granted. The participant with the live-in aide will be authorized 1 additional bedroom.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

At any time, SPHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if (24 CFR 982.316):

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity as described in SPHA's Criminal Background/Activities Policy, herein;
- The person currently owes rent or other amounts to SPHA or to another PHA in connection with Public Housing or Section 8 assistance under the 1937 Act; or
- The person does not qualify under the eligibility criteria described in this Policy.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request—subject to PHA verification—at each annual reexamination.

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

### **Split Households Prior to Move-In**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, SPHA will make the decision taking into consideration the following factors:

- Which family member applied as head of household;
- Which family unit retains the children or any disabled or elderly members;
- Restrictions that were in place at the time the family applied;
- Role of domestic violence in the split; and
- Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by SPHA.

### **Multiple Families in the Same Household**

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

## **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of families who claim joint custody or temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

## **C. INCOME ELIGIBILITY**

To be eligible for admission to developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80% of the area median income (AMI), based on family size. In order to ensure that public housing is available for the nation's most vulnerable families, SPHA has adopted an Over-Income policy for limiting continued occupancy for over-income households. "Over-Income" for continued occupancy is defined as an adjusted income that exceeds the current HUD Income Limits of 120% of the median income for a continuous and sustained period of two years, excluding families receiving Earned Income Disregard (Disallowance) (EID) until the end of the EID period. Over-Income families will receive a 30-Day Notice of Lease Termination prior to the end of the six (6) month period after the two years at the sustained level above 120% of median income.

For admission eligibility, over-Income families may submit a hardship request through submission of an interim certification form in the event their income is reduced to an amount under the current HUD Income Limits. Said hardship must be due to a change in family composition, a disability, illness or death, or other factors or circumstances outside of the control of the Head of Household or household member, to be determined in the sole discretion of SPHA. Tenants who disagree with the determination made by SPHA may avail themselves of the SPHA Grievance Policy. Income targeting requirements (see Chapter 6) may affect resident selection from the waiting list.

A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of SPHA.

Unless required by regulation or special conditions of HUD, if SPHA acquires a property for Federal Public Housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents. Income limit restrictions do not apply to families transferring within the SPHA Public Housing Program.

SPHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a Public Housing dwelling unit. Such occupancy must be needed to increase security for Public Housing Residents. The number of units and location(s) will be identified per development, based upon unit availability and need for increased police presence. Their rent shall at least equal the flat rent rate.

## *Income Limits*

In order to be eligible for assistance in public housing, an applicant must be:

- Low income family, as defined by the low-income limits published by HUD in the *Federal Register* for the St. Petersburg, Florida Area

## **D. MANDATORY SOCIAL SECURITY NUMBERS**

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration.

This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

The SPHA must request the applicant and participant (including each member of the household), who are not exempt under **SSN Disclosure**, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

### **SSN Disclosure**

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
  - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
  - A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The SPHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. The SPHA may confirm HUD's validation of the participant's SSN by viewing the household's *Summary Report* or the *Identity Verification Report* in the EIV system.
- Existing program participants as of January 31, 2010, who are 62 years of age or older, and had

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not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

- Unless excepted as stated above, the SPHA determines that the assistance applicant is otherwise eligible to participate in a program, the assistance applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the documentation as stated above to verify the SSN of each member of the household.
  - If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of admission, the assistance applicant may become a participant, so long as the documentation required is provided to the SPHA within 90 calendar days from the date of admission into the program. The SPHA must grant an extension of one additional 90-day period if the SPHA determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to produce the documentation required within the required time period, the processing entity must follow the provisions of termination of the assistance

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use, and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local law. There is no provision under HUD regulations which prohibit an individual (head of household with other eligible household members) with ineligible immigration status from executing a lease or other legally binding contract.

## **E. CITIZENSHIP / ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship / Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those

provided for Residents.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

## **F. SUITABILITY**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in lack of compliance with the public housing lease. SPHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, SPHA employees, or other people residing in the vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

SPHA will consider objective and reasonable aspects of the family's background, including, but not limited to, the following:

- History of meeting financial obligations, especially rent and any utility payments;
- Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
- History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug- related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property as further described in SPHA's Criminal Background/Activities Policy, herein;
- History of disturbing neighbors or destruction of property;
- Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived wherefrom; and
- History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

In making a decision to deny assistance, the SPHA will consider factors discussed in **PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (VAWA 2013)**.

SPHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. SPHA will verify the information provided. Such verification may include, but may not be limited to, the following:

1. A **credit checks** of the head, spouse and co-head and any other adult family members
2. A **rental history checks** of all adult family members
3. A **criminal background checks** on all adult household members, including live-in aides, as further described in SPHA's Criminal Background/Activities Policy, herein
4. A **home visit**. The home visit provides the opportunity for the family to demonstrate their ability

to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity

5. A **check of the National Sex Offender database** for each adult household member, including live-in aides. No individual registered with this program will be admitted to public or assisted housing

## Chapter 3

### Applying for Admission

The policy of SPHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but SPHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

#### A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit SPHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of SPHA's programs must complete a written application form when application-taking is open. SPHA maintains site-based waiting lists for each property. Site-based waiting list means that applicants may choose to apply for housing assistance at the property(s) where the applicant meets the qualifications and wishes to reside. Applicants may apply at one or more properties for admission (if the list is open). Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases:

- The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The pre-application will be dated, time-stamped, and referred to SPHA's Leasing Department where it will be maintained until such time as it is needed for processing.

- The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list.

At this time SPHA ensures that verification of all HUD and SPHA eligibility factors are current and in order to determine the family's eligibility for a Public Housing unit.

#### B. OPENING / CLOSING OF APPLICATION TAKING

*Opening* of the waiting list(s) will be announced with a public notice stating that applications for public housing will be accepted. The public notice will state where, when, and how to apply for placement on the waiting list. The notice will be published on SPHA's website ([www.stpeteha.org](http://www.stpeteha.org)), in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations or required criteria as to who may apply.

*Closing* of the waiting list(s) will also be announced with a public notice. The public notice will state the date the waiting list(s) will be closed and for what bedroom sizes. The public notice will be published on SPHA's website ([www.stpeteha.org](http://www.stpeteha.org)).

### **C. "INITIAL" APPLICATION PROCEDURES**

The SPHA will utilize a pre-application form. The information is to be filled out by the applicant.

The purpose of the pre-application is to permit SPHA to assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

1. Names and birthdates of all family members
2. Sex and relationship of all members
3. Street address and contact phone numbers
4. Mailing address (if P.O. Box or other permanent address)
5. Amount(s) and source(s) of income received by household members
6. Information regarding disabilities (used to determine qualifications for allowances and deductions)
7. Social Security Numbers of all family members declaring eligibility
8. Race/ethnicity
9. Requests for specific accommodation needed to fully utilize program and services
10. Citizenship or eligible immigration status

The pre-applications must be returned to SPHA via United States Postal Service (USPS) and postmarked no later than the date indicated by SPHA. If a pre-application is received after the designated postmark date, it will be discarded and no further notification to the families will be given.

Each pre-application submitted by the established deadline will be reviewed for completeness, duplication and a preliminary assessment of the family's eligibility in accordance with the criteria or limitations that may be initially stated in the public notice. If a pre-application is determined to be incomplete, duplicated or the family is ineligible, it will be discarded and no further notification to the families will be given.

Ineligible families will not be placed on the waiting list.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

If, after a review of the pre-application, the family is determined to be preliminarily eligible, the family will be notified in writing (or in an accessible format, upon request, as a reasonable accommodation). This written notification of preliminary eligibility will be mailed to the applicant by first class mail or given to the applicant in person.

If the family is determined to be ineligible based upon the information provided in the pre-application, SPHA will notify the family in writing (or in an accessible format, upon request, as a reasonable accommodation). The notification shall state the reason(s) for ineligibility and inform the family of its right to an Informal Review.

#### **D. APPLICANT STATUS WHILE ON WAITING LIST**

Applicants are required to inform SPHA in writing of changes in address, family composition, and/or income. Applicants are also required to respond to requests from SPHA to update information on their application and to determine their interest in assistance. Failure to provide information or to respond to mailings within the time period prescribed in the mailed correspondence will result in the applicant being removed from the waiting list.

This written notification of preliminary eligibility will be:

- mailed to the applicant by first class mail
- distributed to the applicant in the manner requested as a specific accommodation

#### **E. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified upon receipt of the full application as applicants are selected from the waiting list.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

Applicants will be notified by mail when an interview appointment is scheduled, and will be instructed to provide a social security card for each family member, verifications of income, family composition, record of criminal history, and photographic identification of each family member 18 years of age or older. These verifications must be presented at the scheduled appointment. Failure to provide the requested verifications within the allotted timeframe will result in the applicant being ineligible. If, during the interview, it is determined that the applicant received a preference and is not eligible for the preference, the applicant will be restored to the waiting list in accordance with the date and time the application was received.

##### **1. Requirement to Attend Interview**

SPHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete.

All adult family members are required to attend the interview and sign the Personal Declaration, the HUD Form 9886, Release of Information, and all supplemental forms required by SPHA. Applicants will also be required to sign specific verification forms for information which is not

covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by SPHA.

Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship.

If the Head of Household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The Head of Household, however, will be required to attend an interview within ten (10) days to review the information and to certify by signature that all of the information is complete and accurate.

## **2. Missed Appointments**

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two (2) scheduled meetings, SPHA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five (5) business days from the original appointment date. The request must be made to the staff person who scheduled the appointment. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessibility. A designee will be allowed to participate in the interview process, but only with permission of the person.

## **F. VERIFICATIONS**

It is imperative to verify all claims made by each applicant so that proper determination of eligibility, rent, and dwelling unit size can be made. Complete and accurate documentation of all data must be maintained at all times. This includes, but is not limited to, the following, as applicable:

1. Written information from all sources concerning income, exclusions, deductions and exemptions. Income shall be verified by the source from which it is derived; expenses shall be verified by the recipients of such payments.
2. Copies of documents, which substantiate the claims of the applicant and a brief summary of the pertinent contents. The summaries shall be signed and dated by the staff member who examines them.
3. Financial statements showing all income, itemized expenses and net income of every self-employed person, excluding costs of business expansion and amortization of capital indebtedness.
4. Written records of all data obtained by telephone, personal interview, or other means, showing sources of information, date and method received, and signature of the SPHA representative receiving such information.

5. Birth certificate, driver's license, etc., to support claims of age in establishing preferences for admission, exemption for minors (exclusions of income for persons under eighteen (18) years of age), and to determine U. S. citizenship or permanent resident alien status and, proof of marital status and legal custody of minors.
6. Social Security Disability award letters, pensions and Social Security certification of grant for Total and Permanent Disability, or verification from a knowledgeable professional source that all conditions of disability, as prescribed by the Social Security Administration definitions for the purposes of allowances and deductions are present to support any claim of disability.

Verification is from a “knowledgeable professional source,” and the applicant may meet any of the 3 Social Security Administration’s definitions of disability.

7. Current savings account statements, 3 consecutive months of checking account statements, bankbooks, stock certificates and copies of tax returns or deeds to real estate, registration of bonds, and any other documentation to support any claims to assets. Assets, checking and savings accounts with balances of \$5,000 or less will be verified at admissions, but may be self- certified by the applicant after admission for the next two recertifications. If the total value of the assets exceeds \$5,000, the assets will be verified.
8. Sources of information to verify the resident selection screening criteria, contacts with landlords, employers, social workers, parole officers, court records, drug centers, police department, physicians, clinic statements, credit bureau reports. This will include a criminal background check on all members 18 years or over.
9. Written records of all determinations and the methods used in making such determinations.
10. Applicants will be required to provide documentation of attendance at the Pinellas County Urban League’s free Financial Empowerment Program, a 1-hour class on budgeting and basic financial management skills.
11. There is a documentation requirement for all applicants to disclose SSNs for all household members except ineligible noncitizens. However, there are provisions to allow the admission to be processed if a child under 6 is added to the application within 6 months prior to admission. (see SSN provisions)
12. SPHA will use all the features of EIV to process the application for determining eligibility.

## **G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, SPHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by SPHA, and the current eligibility criteria in effect. If the family is determined to be eligible, SPHA will mail a notification of eligibility.

## **Chapter 4**

### **Denial of Assistance for Applicants**

St. Petersburg Housing Authority (SPHA) has established and adopted written policies for admission of residents that preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the community environment. SPHA may deny assistance for a family because of the family's action or failure to act. SPHA may prohibit admission for a prescribed period of time, a disqualifying behavior or event (probation, past performance of meeting financial obligations, record of disturbances, destruction of property, housekeeping habits, criminal activity, physical violence, etc.) and extend that prohibition for a longer time period at the discretion of the Authority.

#### **A. GROUNDS FOR DENIAL**

SPHA is not required or obligated to assist applicants or applicant household members who:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program within the allotted timeframe;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants or comply with the terms of the program or lease;

Have a history of criminal activity by any household member within five (5) years of the projected date of admission by any household member involving crimes of physical violence against persons or property, drug-related criminal activity, and any other criminal activity that would adversely affect the health, safety, well-being of other tenants, staff, agents of the SPHA, or cause damage to the property, as further described in SPHA's Criminal Background/Activities Policy, herein.

6. Have a household member who is currently involved in the judicial system, including but not limited to probation, pre-trial intervention (PTI), pending or postponed cases, as further described in SPHA's Criminal Background/Activities Policy, herein;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owe rent or other amounts to any housing authority in connection with their Affordable Housing, Public Housing, Housing Choice Voucher or Section 8 programs;

9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived where from;
10. Were evicted from federally assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use, as further described in SPHA's Criminal Background/Activities Policy;
11. Were evicted from assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802, as further described in SPHA's Criminal Background/Activities Policy;
12. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. SPHA may waive this requirement if:
  - a. The person demonstrates to SPHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - b. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - c. Has otherwise been rehabilitated successfully; or
  - d. Is participating in a supervised drug or alcohol rehabilitation program.

With respect to criminal activity described in paragraphs 9, 10, 11 and 12 of this Section, SPHA may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs 9, 10, 11 and 12 that warrants denial, as further described in SPHA's Criminal Background/Activities Policy.

*Violence Against Women Act 2013 (VAWA)* – prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by **VAWA** (42 U.S.C. 13925).

The goal of SPHA is to fully comply with VAWA 2013 law. It is SPHA's objective to work with applicants or residents who certify under VAWA via receipt of HUD form 5380 and HUD form 5382 so they are aware of their rights under VAWA. Information regarding VAWA will be displayed in a public place in the central office as well as each SPHA public housing community common area. SPHA's initial application and update application for renewal will require a family to report whether the family qualifies under the VAWA law.

13. Have engaged in or threatened verbal, physical (or any form of harassment) abusive or violent behavior toward any SPHA staff member, residents or SPHA representatives;
14. “Abusive or violent behavior” towards SPHA staff includes verbal, as well as physical, abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial;
15. Have a household member who has ever been evicted from public housing;
16. Have a household member who has been terminated under the certificate or voucher program;
17. Has not been one year from successful completion of probation and/or PTI from projected date of admission;
18. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a federally assisted housing unit, which includes but not limited to Public Housing development or in a Section 8 assisted property, as further described in SPHA’s Criminal Background/Activities Policy; or
19. **Denied for Life:** Has a lifetime registration under a State sex offender/sexual predator registration program, as further described in SPHA’s Criminal Background/Activities Policy.

## **B. NOTIFICATION OF DENIAL**

Each applicant determined to be ineligible for admission shall be notified of their eligibility status. This notice must be given in writing and must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within ten (10) business days of the denial.

Applicants and tenants will be permitted an opportunity to dispute criminal record information, as further described in SPHA’s Criminal Background/Activities Policy. If denial is due to a criminal record, the criminal record will be maintained with the denied applicant file. SPHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated and will be destroyed once the purpose(s) for which the record was requested has been addressed and closed.

## **C. INFORMAL REVIEW**

If SPHA determines that an applicant does not meet the criteria for receiving Public Housing assistance, SPHA will promptly provide the applicant with written notice of the determination.

The informal review may be conducted by any person designated by SPHA, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to SPHA’s decision. SPHA must notify the applicant of the final decision within ten (10) business days after the informal review, including a brief statement of the reasons for the final decision.

The applicant family may request that SPHA provide an Informal Hearing after the family has notification of a United States Immigration and Nationalization Service (INS) decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

## **Chapter 5**

### **Establishing Preferences and the Waiting List(s)**

It is SPHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions using the preferences that SPHA has adopted to meet local housing needs.

By maintaining an accurate waiting list, SPHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

#### **A. SITE BASED WAITING LISTS**

SPHA maintains a site-based waiting list for each of its properties. Site-based waiting list means that applicants may choose to apply for Public Housing program assistance at the property(ies) where the applicant meets the qualifications and wishes to reside. Applicants may apply at one or more properties for admission.

#### **B. PREFERENCES**

SPHA uses a point system for determining placement on the waiting list. The waiting lists are ranked by bedroom size and preference, and then by date and time:

- Four (4) points will be awarded to families that are involuntarily displaced as a result of SPHA repositioning/relocation actions.
- Four (4) points will be awarded to residents of SPHA Affordable (Public) Housing Program, or other SPHA Housing Program who are displaced through no fault of their own due to modernization, rehabilitation, demolition/disposition, repositioning, relocation, or loss of funding. Residents must be in good standing with SPHA; however, SPHA may waive the good-standing with regards to relocation.
- Three (3) points will be awarded to Veterans
  - Veterans must be honorably discharged (including medical release)
- Two (2) points will be awarded to working families (as well as elderly and/or disabled)
- One (1) point will be awarded for victims of domestic violence who have completed a residential program through a state licensed domestic violence shelter and are referred to SPHA (CASA's 180-day program)

##### **1. Change in Preference While On Waiting List**

Applicants shall promptly notify SPHA of any change in circumstance that affects the applicant's ability to claim or not to claim a Preference. Upon such notification, SPHA will review the family's preference status and adjust their position on the waiting list accordingly. SPHA will inform applicants in writing of how the change in status has affected the family's place on the waiting list.

All applicants shall be provided the opportunity to claim a local preference at the time of initial application or at any time while on the waiting list.

## **2. Final Verification of Preferences**

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SPHA will:

- Mail a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference claim and mail third party verifications as applicable.

## **3. Preference Denial**

If the SPHA denies a preference, the SPHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the review, or the applicant does not request a review, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

## **C. FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be close to being offered a unit, the family will be notified in writing via first class mail. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. SPHA must notify the family in writing of this determination and give the family the opportunity to request an informal review within ten (10) days of the notification.

The first three (3) applicants at the top of the waiting list shall be offered an appropriate unit on a first come, first served basis at the location for which there is a vacancy. The first responding family with all financial resources for rent and deposit and meeting the documentation requirement will be assigned the unit. Families that are included in said group of three (3) applicants that respond to the offer subsequently shall retain their position on the waiting list, and will be made an offer on the next available unit. All applicants who do not respond to a unit offer will be removed from the waiting list without further notice. If the applicant rejects an offer for an available unit, they shall be removed from the waiting list and will be notified in writing via first class mail. If a responding applicant presents to the satisfaction of SPHA clear evidence that acceptance of the offer will result in undue hardship such as inaccessibility to employment, children's daycare (only for those working or going to school), or a financial hardship and the like, not related to considerations of race, color or national origin, in SPHA's sole discretion, the refusal shall not cause the applicant to lose their position on the waiting list, and shall be offered the next available unit. Two (2) refusals for any reason will result in removal from that site-based waiting list.

## **D. PURGING THE WAITING LIST**

SPHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom SPHA has current information, i.e., applicant's

address, family composition, and income category.

#### **E. REMOVAL OF APPLICANTS FROM THE WAITING LIST**

St. Petersburg Housing Authority will not remove an applicant's name from the Public Housing Waiting List unless:

- The applicant requests in writing that the name be removed;
- The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- The applicant does not meet either the eligibility or suitability criteria for the program;
- The applicant rejects offered units as stated above, or
- The applicant is housed.

## Chapter 6

### Tenant Selection and Assignment

#### A. ORDER OF SELECTION:

**1. Preferences:** Tenants will be selected by Preference, and then by date and time (according to bedroom size). The order of Preferences as stated herein are as follows:

- Four (4) points will be awarded to families that are involuntarily displaced as a result of SPHA repositioning/relocation actions
- Four (4) points will be awarded to residents of SPHA Affordable (Public) Housing Program, or other SPHA Housing Program who are displaced through no fault of their own due to modernization, rehabilitation, demolition/disposition, repositioning, relocation, or loss of funding. Residents must be in good standing with SPHA; however, SPHA may waive the good-standing with regards to relocation.
- Three (3) points will be awarded to Veterans
  - Veterans must be honorably discharged (including medical release)
- Two (2) points will be awarded to working families (as well as elderly and/or disabled)
- One (1) point will be awarded for victims of domestic violence who have completed a residential program through a state licensed domestic violence shelter and are referred to SPHA (CASA's 180-day program)

**2. Special Admissions:** If HUD awards SPHA program funding that is targeted for specifically named families, SPHA will admit these families under a Special Admission procedure. Special admissions families will be admitted outside of the regular waiting list process. They are not required to be on the program waiting list. SPHA may maintain separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project by SPHA;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Home- ownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project
- Residents of public housing or Housing Choice Voucher holders who meet the requirements of an emergency disaster victim, or "Disaster-Affected Displaced Family" as determined and defined by HUD and as verified by the local HUD Field Office, who

request housing may be housed with or without required documentation, in the next available vacancy whether or not the wait lists are open. Required documentation must be provided within a reasonable time as determined by SPHA. Requests for housing must be received by SPHA within 12 months of a federally declared Major Disaster Declaration (MDD).

### **3. Income Targeting**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year SPHA will reserve a minimum of forty percent (40%) of its new admissions for families whose income does not exceed thirty percent (30%) of the area median income or the poverty rate for the area. HUD refers to these families as “extremely low-income families.” SPHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

SPHA’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The SPHA shall have the discretion, at least annually, to exercise the ‘fungibility’ provision of the QHWRA. This provision allows the SPHA to admit less than the minimum of 40% of its extremely low income families in a fiscal year to its public housing program to the extent that the SPHA’s admission of extremely low income families in the voucher program exceeds 75% of all admissions during the fiscal year. If exercising this option, the SPHA will follow the fungibility threshold limitations as set forth in QHWRA legislation.

SPHA will monitor admissions to the Public Housing program at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than 40% of admissions for the fiscal year to date, SPHA will give priority to extremely low- income families (skipping over the higher income families on the Waiting List) until extremely low-income admissions again make up 40% of the admissions during the fiscal year. Once the 40% target is reached, SPHA will go back to those higher income families previously skipped.

### **B. ASSIGNMENT OF BEDROOM SIZES**

The following standards shall determine the number of bedrooms required to accommodate each family. These standards may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Eligible families of the most nearly appropriate size then shall be assigned to the existing vacancies with written understanding that such families will be transferred to dwelling units of the appropriate size as soon as such units become available.

NUMBER OF BEDROOMS	NUMBER OF FAMILY MEMBERS	
	MINIMUM	MAXIMUM
0	1	1
1	1	2
2	2	4

NUMBER OF BEDROOMS	NUMBER OF FAMILY MEMBERS	
	MINIMUM	MAXIMUM
3	3	6
4	4	8
5	6	10*

*\* May be waived at the discretion of the Chief Executive Officer or his/her designee.*

Generally, the SPHA assigns one bedroom to two people within the following guidelines:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under age 5).
- Children under the age of five (5) may share a bedroom with a parent, sibling or other household member.
- Foster children will be included in determining unit size only if they will be in the unit for more than three (3) months.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- Adults of different generations will have separate bedrooms.
- Single person families shall be allocated one (1) bedroom.
- A single pregnant woman with no other family members must be treated as a two-person family.

Exceptions to normal bedroom size standards include the following:

- Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. SPHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for two years or until the family size changes, whichever may occur first.
- If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own

expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

- Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### C. DECONCENTRATION POLICY

It is St. Petersburg Housing Authority's (SPHA) policy to provide for deconcentration of poverty and encourage income mixing. Through self-sufficiency programs and the acquiring of additional properties, we will be able to encourage income mixing within our community.

#### 1. *Deconcentration Incentives*

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

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

### D. OFFER OF A UNIT

The first three (3) applicants, or a sufficient number for the timely processing of offers, at SPHA's sole discretion, at the top of the waiting list shall be offered an appropriate unit on a first come, first served basis at the location for which there is a vacancy. The first responding family with all financial resources for rent and deposit and meeting the documentation requirements will be assigned the unit. Families that are included in said group of applicants that respond to the offer subsequently shall retain their position on the waiting list, and will be made an offer on the next available unit. All applicants who do not respond to a unit offer will be removed from the waiting list without further notice. If the applicant rejects an offer for an available unit, they shall be removed from the waiting list and will be notified in writing via first class mail. If a responding applicant presents to the satisfaction of SPHA clear evidence that acceptance of the offer will result in undue hardship such as inaccessibility to employment, children's daycare (only for those working or going to school), or a financial hardship and the like, not related to considerations of race, color or national origin, in SPHA's sole discretion, the refusal shall not cause the applicant to lose their position on the waiting list, and shall be offered the next available unit. Two (2) refusals for any reason will result in removal from the waiting list.

### E. REJECTION OF A UNIT

If the family rejects the unit without good cause, the family will forfeit their application for public housing and will be removed from that site based waiting list. The family will be informed in writing via first class mail that they have been removed from that Public Housing site-based waiting list.

If the family rejects, **with good cause**, any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and

childcare (only for those working or going to school). All other potential good causes will be reviewed on a case by case basis. At the discretion of St. Petersburg Housing Authority (SPHA), if the family rejects any unit offered with good cause, the family will be notified of a second offer within thirty (30) calendar days or when the next unit becomes available. If the family rejects with good cause any unit offered for a second time, the family will be removed from the waiting list and will be notified in writing via first class mail. Two (2) refusals for any reason will result in removal from that site-based waiting list.

## **F. ACCEPTANCE OF A UNIT**

### ***1. Lease***

The family will be required to sign a lease prior to move-in. Prior to signing the lease, the Head of Household and all other adult family members will be required to attend the Lease and Occupancy Orientation, conducted by the Property Manager or designee, when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The Head of Household and all adult family members will be required to execute the lease prior to admission. It is encouraged that additional family members or friends (inclusive of children under the age of 18 years) not attend (not inclusive of interpreters). One executed copy of the lease will be furnished to the Head of Household, and St. Petersburg Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure and other support documents to the lease will be attached to the resident's copy of the lease.

### ***2. Security Deposits***

The family will pay a security deposit at the time of lease signing. The security deposit for Public Housing will be equal to:

Bedroom Size	Security Deposit Amount
0	\$300
1	\$300
2	\$325
3	\$350
4	\$400
5	\$450

SPHA shall deposit the Security Deposit in an interest bearing account in accordance with applicable law.

***a. Move Out***

At the termination of the lease and/or after the Resident has vacated the unit, the unit shall be inspected by SPHA.

SPHA will use the Security Deposit at the termination of the Lease to pay:

1. All unpaid rents, maintenance or repair charges, excess utility charges, court costs and/or attorney's fees, or other charges which are due to SPHA;
2. The cost of non-routine cleaning or repair of the dwelling or its appliances and other equipment, where such non-routine cleaning or repair is not due to normal wear and tear;
3. The cost of replacing all keys to the dwelling unit not returned to the Management Office of resident's community and/or the cost of replacing, removing or having removed locks, and/or of removing or having removed alarm systems at the dwelling due to resident's failure to return all keys to the dwelling and/or failure to have alarm systems removed;
4. The reasonable charge for storage, removal and/or disposal of property abandoned by resident; or
5. Thirty (30) calendar days rent if proper notice of termination is not given by resident as provided by the terms of this Agreement.

SPHA shall have fifteen (15) days to notify the Resident of any deductions SPHA intends to make from the Security Deposit, together with a statement of costs and/or damages associated therewith. Unless the Resident provides SPHA with written objection of any such proposed deductions within fifteen (15) days of receiving such notice, SPHA shall deliver or mail the remaining Security Deposit, if any, within thirty (30) days following such first notice, in accordance with applicable law. The security deposit is not to be used as payment of the final month's Rent.

If a sole Resident dies, the security deposit, if any, shall be returned to a personal representative, next of kin, or resident's beneficiary who executes the proper receipt for the return of the security deposit, or has received a court order giving access, control, or possession of Resident's security deposit. Any security deposit or any part thereof which cannot be returned shall be considered abandoned.

***b. Transfers***

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family or will be applied to tenant charges.

### **3.     *Inspection***

The resident and a duly authorized representative of the SPHA shall make a physical inspection of the dwelling unit assigned to the resident at admission (and at the time resident vacates).

Both Resident and SPHA shall complete and sign the Inspection Report in duplicate. SPHA shall retain the original and furnish the resident the signed and dated copy. This report shall serve as the basis for determining what maintenance charges are to be passed on to the resident. Dwelling units will also be inspected annually or more frequently, if deemed necessary by SPHA.

### **4.     *Accessible/Adaptable Units***

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, SPHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- Second, if there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under SPHA's control, who has a disability that requires the special features of the vacant accessible unit;
- Third, if there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit;
- Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the SPHA will offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the SPHA may require the applicant to execute a lease that requires the resident to relocate, at the SPHA's expense, to a non-accessible unit within thirty (30) days of notice by the SPHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. See 24 CFR § 8.27. Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, HUD strongly encourages recipients to incorporate it into the lease, which is included by reference in the ACOP. By doing so, the SPHA may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that their program is usable and accessible to persons who need units with accessible features. See 24 CFR 8.20. Before occupying with an able-body in the unit, the SPHA will over-house a disabled family qualifying for the unit, with the understanding that they will move to an appropriate sized accessible unit when one becomes available.

## Chapter 7

### Income

#### *Including exclusions and deductions from income*

To determine annual income, SPHA adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, SPHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

#### **A. INCOME**

*Annual income* means all amounts, monetary or non-monetary income, that:

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. Are not specifically excluded from annual income.

An example of non-monetary income, a resident's mother not living in the unit is paying the residents car payment each month. This is considered income of the resident- even though the mother did not hand her the cash.

If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or SPHA determines that past income is the best available indicator of expected future income, SPHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

#### **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 are not 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 is included in income, except to the extent the withdrawal is a 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 are not 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 an investment is 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 includes 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, SSI, 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. (However, deferred periodic amounts from supplemental security income and Social Security benefits or VA Disability that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. TANF (Temporary Assistance for Needy Families also known as Welfare)
  - a. If the TANF or 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 consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. 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 requirement is the amount resulting from one application of the percentage.
  - b. Imputed welfare income
    - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to SPHA by the welfare agency) plus the total amount of other annual income.
    - ii. At the request of SPHA, the welfare agency will inform SPHA 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 SPHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. SPHA will use this information to determine the amount of imputed welfare income for a family.
    - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided SPHA by the welfare agency).

- iv. 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 welfare income, the imputed welfare income is reduced to zero.
- v. SPHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- vi. If a resident is not satisfied that SPHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if SPHA denies the family's request to modify such amount, then SPHA shall give the resident written notice of such denial, with a brief explanation of the basis for SPHA's determination of the amount of imputed welfare income. SPHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- vii. Relations with welfare agencies
  - 1. SPHA will ask welfare agencies to inform it 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 SPHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - 2. SPHA 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 the housing authority. However, SPHA 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 notice to SPHA of the welfare agency's determination of a specified welfare benefits reduction.
- 7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from individuals or organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

SPHA may request Internal Revenue Service (IRS) tax forms as part of the initial and recertification income verification process. For Applicants/Residents who do not have personal business activity but are submitting a tax return in order to receive the Earned Income Tax Credit or have not actually purchased a home to receive the first-time homebuyer credit for as much as \$8,000.00, the reported amount will be included as income to enable SPHA to make appropriate tenant rent calculation if applicant/participant fails to amend the appropriate tax forms within ten (10) days.

## **B. EXCLUSIONS**

Annual income *does not* include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member; including the Federal Medicare Benefit for prescriptions.
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. The amounts received from the following programs:
  - a. Amounts received under training programs funded by HUD;
  - b. 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);
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

- d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of St. Petersburg Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;
- e. Incremental earnings and benefits resulting to any family member 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. 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;
- f. Temporary, nonrecurring or sporadic income (including gifts);
- g. 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;
- h. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- i. Adoption assistance payments in excess of \$480 per adopted child;
- j. The incremental earnings due to employment during a consecutive 12-month period following date of the initial hire shall be excluded. And for the second 12-month period, 50% of the incremental earnings due to employment. The total disallowance will be for a 24-month period (also known as earned income disregard). Additionally, this exclusion is only available to the following families:
  - i. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - ii. Families whose income increases during the participation of a family member in any economic family self-sufficiency or other job training program.
  - iii. Families who are or were, within six months, assisted under a State TANF or welfare-to-work program.

TANF includes regular monthly income in any amount or one-time benefits and/or services that total at least \$500 over a six-month period.

During the second consecutive 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It only applies for up to 12 months of the 100% exclusion

and 12 months of the 50% exclusion.

(While HUD regulations allow for the Housing Authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this Housing Authority to provide the exclusion in all cases.)

9. Deferred periodic amounts from supplemental security income and Social Security, SSI or VA Disability benefits that are received in a lump sum amount or in prospective monthly amounts. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10;
10. 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;
11. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of Food Stamps;
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
  - c. Payments received under the Alaska Native Claims Settlement Act;
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
  - e. Payments made under the Department of Health and Human Services (HHS) Low-Income Energy Assistance Program;
  - f. Payments received under the Job Training Partnership Act;
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
  - h. The first \$2,000 per capita received from judgment funds awarded for certain Indian claims;
  - i. Amount of scholarships awarded under Title IV including Work Study;
  - j. Payments received under the Older Americans Act of 1965, including but not limited to American Association of Retired Persons (AARP) programs funded by the Act;
  - k. Payments from Agent Orange Settlement;
  - l. Payments received under the Maine Indian Claims Settlement Act;
  - m. The value of child care under the Child Care and Development Block Grant Act of

1990;

- n. Earned income tax credit (EITC) refund payments; or
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- p. Payments for living expenses under the AmeriCorps Program.
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act; and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act.
- t. Income payments from the U. S. Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment as an income exclusion.
- u. One-time recovery payments generated by the American Recovery and Reinvestment Act (ARRA). However, the weekly \$25.00 increase in unemployment benefits is included in annual income.
- v. Kin Care or Guardian Care
- w. Assistance under the Richard B. Russell National School Lunch
- x. Program Payments under the Seneca Nation Act
- y. Compensation on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation in programs authorized under the Native American Assistance and Self-Determination Act of 1996
- z. Federal major disaster and emergency assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance
- aa. Distributions from an ABLE account, and actual or imputed interest on the ABLE balance

*SPHA will not provide exclusions from income in addition to those already provided for by HUD.*

## **C. DEDUCTIONS**

The following *deductions* will be made 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 3% of annual income:
  - a. Anticipated, unreimbursed *medical expenses* of any elderly family or disabled family; and
  - b. Unreimbursed *disability expenses* and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable the disabled individual or an *adult* member of the family to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
4. Reasonable *child care expenses* for children 12 years old and younger necessary to enable a member of the family to be employed, seek employment, or to further his or her education. If working, this deduction shall not exceed the amount of employment income of the individual that is included in annual income. The amount deducted shall reflect reasonable charges for childcare for furthering education or seeking employment as set forth by SPHA.

#### **D. ADJUSTED INCOME**

*Adjusted income* is the annual gross income less any exclusions and/or deductions. Rent is based upon a Resident's adjusted income.

- Annual Gross Income – Income Exclusions – Deductions = Adjusted Income

## Chapter 8

### Verifications

HUD regulations require that the factors of eligibility and Tenant Rent be verified by the PHA. SPHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and Residents must provide true and complete information to SPHA whenever information is requested. SPHA's verification requirements are designed to maintain program integrity.

#### A. METHODS OF VERIFICATION, STREAMLINING AND TIME ALLOWED

##### Streamlining Verification of Assets

The SPHA has elected to use the streamlining verification of assets. For a family with net assets equal to or less than \$5,000, the SPHA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration.

- The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
- The SPHA must obtain third-party verification of all family assets every 3 years.

##### Streamlining Verification of Income

SPHA has elected to use the streamlining verification of income. For any family member with a fixed source of income, the SPHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination must be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

The "Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- Federal, state, local, or private pension plans;
- Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

In using the streamlining, the SPHA must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The SPHA must verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party– generated documentation. If no such verification is available, then the SPHA must obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, the SPHA must obtain third-party verification of all income amounts every 3 years. If 90 % of the annual income for a family is received from a fixed income source, the SPHA will apply the streamlining process and only reverify the fixed income every 3 years. All other incomes will be verified annually.

SPHA will verify information through the six methods of verification acceptable to HUD in the following order:

#### Level Verification Technique Ranking

Level	Verification Technique	Ranking
6	<b>Upfront Income Verification (UIV)</b> using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	Highest (Optional)
4	<b>Written third Party Verification</b>	<b>High</b> (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 <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> (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) <b>Low</b> (Mandatory if written third party verification is not available)
2	<b>Oral Third Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification)

This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not always available for verifying income of applicants. The SPHA is still required to use EIV for applicants to determine other factors as relates to eligibility and maintain a copy of the record in the file.

No adverse action can be taken against a resident until SPHA has independently verified the EIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

Furthermore, the information SPHA derives from the EIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals. Once the data has served its purpose, it shall be destroyed.

The SPHA will allow five (5) business days for return of third-party verifications and five (5) business days to obtain other types of verifications before going to the next method. SPHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of move-in. **For Residents, they are valid for 120 days from date of receipt.**

### **1. *Third-Party Written Verification***

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, by fax, or other electronic device. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source **are** considered third party written verifications. Third party verification forms will not be hand carried by the family under any circumstances.

The SPHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

### **2. *Third-Party Oral Verification***

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the SPHA will compare the information to any documents provided by the Family. If provided by telephone, the SPHA must originate the call.

### 3. Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 2 weeks, the SPHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

The SPHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Signed computer print-outs from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the SPHA will utilize the third party verification, unless there is a clear omission or incomplete information. (For example, payroll check stubs may indicate regular overtime pay. If the 3<sup>rd</sup> party comes back with no overtime indicated, the SPHA will use the OT on the check stubs.)

The SPHA will not delay the processing of an application beyond 21 days because a third party information provider does not return the verification in a timely manner.

### 4. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification does not require **a notarized statement**.

SPHA below outlines the factors that may be verified and gives common *examples* of the verification that will be sought.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third-party document stating the Social Security numbers.

[illegible]

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Pinellas County Urban League's free Financial Empowerment Program	Letter or certificate of completion from Pinellas County Urban League	N/A
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider should so state)	Bank deposits, other similar evidence
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Self certified if balance is \$5,000 or less. Letter from institution if balance exceeds \$5,000	Checking acct: 3 months' consecutive bank statements Savings acct: Current balance
CD's, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income *EIV or SWICA may also be used as acceptable verification methods</b>		
Earned income	Letter from employer	At least the last two consecutive pay stubs

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Self-employment	N/A	Tax return from prior year, books of accounts
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, worker's compensation, unemployment)	Letter or electronic reports from the source *Third party verification of SS and SSI benefits shall be obtained by using the 2 <sup>nd</sup> party method or by using HUD's online systems.	Award letter, letter announcing change in amount of future payments

## B. VERIFICATION OF CITIZENSHIP / ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the SPHA hearing is pending.

### 1. Types

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants aged 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The SPHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the SPHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

## **2. Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

SPHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination.

For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial SPHA does not supply the documents, SPHA must conduct the determination.

### **a. Extensions of Time to Provide Documents**

SPHA will grant an extension for families to submit evidence of eligible immigrant generally allow up to 30 days to submit evidence of eligible immigrant status.

### **b. Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the SPHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for **24** months, unless the ineligible individual has already been considered in prorating the family's assistance.

## **Chapter 9**

### **Determination of Total Tenant Payment and Tenant Rent**

#### **A. FAMILY CHOICE**

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

Families who opt for the flat rent may request to have an interim reexamination and return to the income formula-based method once annually for any of the following reasons:

- The family's income has decreased.
- The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
- Other circumstances creating a hardship on the family such that the income formula method would be more financially feasible for the family.

##### **1. Income Formula Method**

The total tenant payment is equal to the highest of:

- a. 10% of the family's monthly income; or
- b. 30% of the family's adjusted monthly income.
- c. The minimum rent

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

##### **2. Flat Rent**

SPHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. SPHA shall determine flat rent based on 80% of Fair Market Rents (FMR) established annually by the U. S. Department of Housing and Urban Development (HUD) for the Tampa-St. Petersburg- Clearwater FL MSA, less a utility allowance for tenant-paid utilities, and shall update flat rents annually as appropriate. Generally, the FMRs are published in October, and the new Flat Rents go into effect in January each year. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. However, annually (at the time of recertification), tenants will be offered the choice between the current updated flat rent amount, and the previously calculated income-based rent.

SPHA will post the flat rents at the Management Office and at the Central Office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Annually, however, families' composition must still be reviewed and they will be required to complete a criminal background check, quality housing inspection, and statement of intent to remain on flat rent. (For more information on flat rents, see Chapter 10, 5. Flat Rent.)

#### Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay SPHA's flat rent, SPHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance; or
- An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or
- Such other situations as may be determined by SPHA.

All hardship situations will be verified.

## B. MINIMUM RENT

SPHA has set the Minimum Rent at fifty dollars (\$50.00) per month. However, if the family requests a hardship exemption, SPHA will immediately suspend the Minimum Rent for the family until SPHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

### 1. A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is waiting on eligibility determination for Federal, State, or local assistance program;
- b. When the family would be evicted as a result of the imposition of the Minimum Rent requirement;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment;
- d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
- e. When *a death has occurred in the family*.

### 2. No Hardship

If SPHA determines there is no qualifying hardship, the Minimum Rent will be reinstated, including requiring back payment of Minimum Rent for the time of suspension.

### **3. Temporary hardship**

If SPHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the Minimum Rent will be not being imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the Minimum Rent will be imposed retroactively to the time of suspension. SPHA will offer a repayment agreement in accordance with this policy for any rent not paid during the period of suspension. During the suspension period SPHA will not evict the family for nonpayment of the amount of rent owed for the suspension period. Following the 90-day period, if the resident demonstrates that the financial hardship is of a long-term nature SPHA shall retroactively exempt the resident from the payment of the Minimum Rent during the 90-day period.

### **4. Long-term hardship**

If SPHA determines there is a long-term hardship, the family will be exempt from the Minimum Rent requirement until the hardship no longer exists.

### **5. Appeals**

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

## **C. RENT FOR NONCITIZENS**

### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

An applicant mixed-family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

### **Prorated Assistance Calculation**

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Flat Rent for the unit the family occupies to determine the Family Maximum Subsidy.

The specific method of prorating assistance for Public Housing covered programs is as follows:

Step 1. Determine the total tenant payment in accordance with section 5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

Step 2. Subtract the total tenant payment from the SPHA-established flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

Step 3. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”

Step 4. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”).

The product of steps 1 through 4 of this section is the amount of subsidy for which the family is eligible (“eligible subsidy”).

The family’s rent is the SPHA- established flat rent minus the amount of the eligible subsidy.

**Method of prorating assistance when the mixed family’s total tenant payment (TTP) is greater than the public housing flat rent.**

When the mixed family’s TTP is greater than the flat rent, the SPHA must use the TTP as the mixed family TTP. The SPHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent.

Mixed families with the TTP is less than the Flat rent can pay the flat rent. In the case of paying the flat rent, they shall not receive a prorated rent calculation. An adult member that is ineligible for assistance in a mixed family is also ineligible for an earned income disallowance.

#### **D. UTILITY ALLOWANCE**

SPHA shall establish a utility allowance for all check-metered utilities and for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy environment. In setting the allowance, SPHA will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family’s income-based rent formula to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to SPHA. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident. Utility allowances resulting in a negative rental payment will be reimbursed directly to the utility companies.

#### **E. PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be made payable to St. Petersburg Housing Authority and mailed to the St. Petersburg Housing Authority, Post Office Box 22949, St. Petersburg, Florida 33742, or mailed or delivered to any such location or address that is stated in the Lease Agreement or amendment thereto. Cash payments

**ARE NOT** accepted. Payment may be made by money order or cashier's check, and personal checks may be accepted at the discretion of the Chief Executive Officer, or his designee. Checks returned for insufficient funds may incur late charges plus an additional fee(s) for processing. If a personal check is returned for insufficient funds, St. Petersburg Housing Authority will no longer accept personal checks and the resident will be required to pay by cashier's check or money order. Additional payment options may be made available such as Automatic Clearing Housing (ACH) electronic payment and other means as approved by SPHA. Insufficient fund charges will apply, if applicable. Terms and fee amounts are as stated in the Lease Agreement.

Rent is considered late if not paid by the fifth (5<sup>th</sup>) of the month. If the fifth (5<sup>th</sup>) day of any month falls on a weekend or holiday, rent is late after 5:00 p.m. on the following business day. A **\$30 late fee** will be assessed to the Resident on the sixth (6<sup>th</sup>) day and a fourteen-day (14) notice of eviction will be issued to the Resident.

## **Chapter 10**

### **Reexaminations**

In accordance with HUD requirements, SPHA will reexamine the income and household composition of all families at least annually. Annual and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations, including community service requirements.

#### **A. ANNUAL REEXAMINATIONS**

The SPHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview approximately 90 days in advance of the anniversary date.

##### **1. Procedure**

- a. SPHA will schedule the date and time of the appointment and mail a notification to the family along with the Personal Declaration and other required forms.
- b. The family must complete the Personal Declaration prior to the recertification interview; however, it must either be signed in the presence of an SPHA representative or a notary.
- c. The SPHA representative will interview the family to confirm the information provided on the Personal Declaration.

##### **2. Requirements to Attend**

SPHA reserves the right to use and implement any or all streamlining procedures in the recertification process as allowed by HUD.

All adult household members are required to attend the interview:

If the head of household or any adult household member is unable to attend the interview the appointment will be rescheduled.

EXCEPTION: Elderly and disabled households may recertify via mail.

##### **3. Missed Appointments**

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with SPHA, SPHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the SPHA will take eviction action against the family.

Exceptions to these policies may be made by Property Manager or his/her designee, if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested as a reasonable accommodation for a person with a disability.

#### **4. Income Formula Method for Rent**

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

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

The total tenant payment is equal to the highest of:

- a. 10% of the family's monthly income;
- b. 30% of the family's adjusted monthly income; or
- c. The minimum rent of \$50.00.

The family shall be informed of the results of the rent calculation under both the income method and the flat rent and given their choice of which rent to pay.

#### **5. Flat Rent**

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

- a. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income formula amount.
- b. The amount of the flat rent.
- c. A fact sheet about income formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- d. Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they otherwise would undergo; however, annually, the family's composition must still be reviewed and they will be required to complete a criminal background check, and a quality housing inspection. However, annually, tenants will be offered the choice between the current updated flat rent amount, and the previously calculated income-based rent.
- e. Families who opt for the flat rent may request to have a reexamination and return to the income formula-based method once during a one-year period for any of the following reasons:
  1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income formula method would be more financially feasible for the family.

*Once a family returns to the income based method during their "lease year," they cannot go back to a flat rent until their next regular annual re-examination.*

- f. The approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- g. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- h. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, SPHA will send a reexamination letter to the family offering the choice between a flat rent or an income formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, SPHA may assist the family in identifying the rent method that would be most advantageous for the family.

## **6. Effective Date of Rent Change for Annual Reexaminations**

### **a. Tenant Rent Increases**

If tenant rent increases, a thirty-day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

### **b. Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by SPHA.

## **B. INTERIM REEXAMINATIONS**

During an interim reexamination, the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to SPHA between regular reexaminations. If the family's rent is being determined under the income formula method, these changes will trigger an interim reexamination:

- Any changes in family composition, such as birth, adoptions, court awarded custody, marriage, divorce, etc.
- A household member is leaving or has left the family unit.
- A change in income.
- A change in allowable expenses.

The family shall report these changes, in writing, within ten (10) days of the change.

## **1. Changes in Family Composition**

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. SPHA will determine the eligibility of the individual before adding them to the lease. The additional member must qualify as a family member, which is defined as:

- a. The spouse of a household member;
- b. An unmarried dependent child of the individual, including an adopted child, stepchild or foster child (but only if the stepchild or foster child lived with the individual in a regular parent-child relationship), or recognized natural child
  - who is less than 22 years of age; or
  - who is 22 years of age or older and is incapable of self-support because of a mental or physical disability [5 USCS §§ 8701 et seq.].

Additional family members, other than through birth, adoption, or court-awarded custody, will not be approved if the family will then be under-housed, at SPHA's sole discretion. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Part B., 2., an and b, herein below.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining status as a live-in aide and the live-in-aide will go through the screening process similar to the process for suitability, inclusive of a criminal background check. SPHA will determine the eligibility of the live-in-aide before

approval can be granted. If the individual is found to be unsuitable or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

The family shall report these changes, in writing, within ten (10) days of the change.

## **2. Changes in Income/Assets**

Families will be required to report all increases and decreases in income to SPHA, in writing, within ten (10) days of the change.

### **a. Tenant Rent Increases**

If tenant rent increases, a thirty-day notice is mailed to the family prior to the effective date.

If less than thirty days are remaining before the effective date, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the examination processing, the rent increase will be effective on the date it would have been effective, had the process not been delayed (even if this means a retroactive increase).

### **b. Tenant Rent Decreases**

Rent decreases shall become effective on the first (1st) day of the month after the family reports any changes in household circumstances, provided Resident provides SPHA no less than five (5) business days before the last business day of the month in order for SPHA to process these changes.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **C. ZERO/EXTREMELY LOW-INCOME FAMILIES**

Families who report zero (0) income, extremely low income, or where the income appears to be under reported may be required to undergo an interim recertification every sixty (60) days, which may include a credit check.

Families that report zero income, extremely low income, or when the income appears to be underreported, will be required to provide information regarding their means of basic

subsistence, such as food, utilities, transportation, etc., including the last (most current) two (2) utility billings for the apartment, and the latest IRS income tax return to be verified by SPHA. Resident must sign relevant forms for the release of information from the IRS.

If the family's expenses exceed their reported or known income, SPHA will make inquiry of the Head of Household as to the nature of the family's accessible resources.

#### **D. OVER-INCOME FAMILIES INELIGIBLE FOR CONTINUED OCCUPANCY**

The new language in section 16(a)(5) of the 1937 Act sets the over-income limit at 120 percent of the AMI for Public Housing. However, HUD can adjust the over-income limit if the Secretary determines that it is necessary due to prevailing levels of construction costs or unusually high or low family incomes, vacancy rates, or rental costs.

The VLI limit was selected because it is calculated for every FMR area and, in certain areas, factors in several adjustments to better align income limits with program requirements. Since VLI is preliminarily calculated as 50 percent of the estimated AMI for the family, in most cases, multiplying it by 2.4, would result in a figure matching 120 percent.

The final over-income limit should then be compared to the family's adjusted income and as with the existing ranges of income eligibility, the new over-income limits will also be tiered by family size. HUD's income limits were developed by HUD's Office of Policy Development and Research and are updated annually. Information about HUD's income limits and HUD's methodology for adjusting income limits as part of the income limit calculation can be found at <https://www.huduser.gov/portal/datasets/il.html>.

#### **Effective Date of Over-Income Limits and Integration into the Admissions and Continued Occupancy Policies (ACOP)**

*ACOP.* SPHA must update their Admissions and Continued Occupancy Policies (ACOP) to implement these changes. Such policies must include the imposition of an over-income limit in the program, clear descriptions of all instances of when the two-year timeframe begins, and the notification requirements put forth by section 103 of HOTMA.

*Updates.* Going forward, SPHA must also update the over-income limits in their ACOPs no later than 60 days after HUD publishes new income limits each year.

*Timing.* It should be noted that SPHA has completed the process for amending their ACOP before implementing the over-income policy. Interim and annual reexaminations that take place after completion of the policy amendment must apply the over-income limit. Therefore, any family that is deemed over-income because of an interim and/or annual reexamination that takes place on the earlier of the date the ACOP and/or PHA Plan is amended or March 24, 2019 will be subject to the appropriate over-income limit.

#### **Documentation, Notification, and Tracking for Over-Income Family**

*Documentation.* Once SPHA has completed updates to its ACOP and, if necessary, the SPHA Plan, and the SPHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the SPHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. The form HUD-50058 actions that would trigger the two-year grace period are: '2 = Annual Reexamination' and '3 = Interim Reexamination.' PHAs are required to begin tracking these actions once a family's income exceeds the applicable over-income limit.

*Written Notifications/Tracking 2-Year Grace Periods.* If one year after the initial over-income finding by the SPHA, the family's income continues to exceed the over-income limit, the SPHA must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the SPHA's policies. If the initial over-income determination was made during an interim reexamination, the SPHA must conduct a second interim income reexamination on that date one year later. However, if the SPHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

SPHA must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities. The SPHA must ensure effective communication using appropriate auxiliary aids and services, such as interpreters, transcription services, brailled materials, large print, and accessible electronic communications, in accordance with Section 504 and ADA requirements. 24 C.F.R. § 8.6 and § 8.28; 28 CFR part 35, Subpart

This includes the availability, free of charge, of sign language or other types of interpretation. For persons with vision impairments, upon request, this may include materials in braille or on tape.

*Terminations and Higher Rent Payments.* Twelve months after the second consecutive over-income finding, if the family is still over-income, the family is subject to termination or higher rental payments. HUD will provide additional information and guidelines for SPHA to set alternative rents for over-income families that the SPHA has allowed to remain in public housing, and any other guidance regarding this provision in a forthcoming notice. Families not permitted to stay by the SPHA must have their tenancy terminated no later than six months after the second over-income finding by the SPHA.

SPHA will terminate the tenancy after the 2-year period for over-income families; however, the SPHA may waive the termination and allow the family to remain and pay the higher rent established by HUD as a reasonable accommodation for a disabled family or for a family with a disabled member, or if the family presents documentation of a hardship condition that would allow them to remain.

## **Chapter 11**

### **Community Service**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities); (2) participate in an economic self-sufficiency program; or (3) perform eight (8) hours per month of combined activities as previously described unless they are exempt from this requirement.

#### **A. EXEMPTIONS**

The following adult family members of resident families are exempt from this requirement:

1. Family members who are 62 years or older;
2. Family members who are blind or disabled, as defined under 216(I)(1) or 1614 or the Social Security Act [42 U.S.C. 416 (I)(1)] and who certify that because of this disability she or he is unable to comply with the community service requirement;
3. Family members who are the primary caregiver for someone who is blind or disabled, as set forth in paragraph B above;
4. Family members engaged in work activity as defined in Section 407 (d) of the Social Security Act, specified below:
  - a. Unsubsidized employment of at least 20 hours per week;
  - b. Subsidized private-sector employment of at least 20 hours per week;
  - c. Subsidized public-sector employment of at least 20 hours per week;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job-search and job-readiness assistance;
  - g. Community service programs;
  - h. Vocational educational training (not to exceed 12 months with respect to any individual);
  - i. Job-skills training directly related to employment;
  - j. 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;
  - k. 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 of high school equivalency; and

1. The provision of childcare services to an individual who is participating in a community service program.
5. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program; or
6. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act (such as TANF) or under any other State welfare program, including welfare-to-work and who are in compliance with that program. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR.

## **B. NOTIFICATION OF THE REQUIREMENT**

SPHA shall identify all adult family members who are apparently not exempt from the community service requirement.

SPHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. SPHA shall verify such claims. If a resident does not agree with SPHA's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the SPHA within ten (10) calendar days of the change.

The notification will advise families that their community service obligation begins upon the effective date of their first annual reexamination following SPHA's re-instatement of the community service requirement as of April 1, 2003. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination. By October 31, 2003 affected residents were to be performing their community service or self-sufficiency requirements.

## **C. VOLUNTEER OPPORTUNITIES**

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

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

SPHA will partner with local agencies in identifying a list of volunteer community service opportunities.

#### **D. THE PROCESS**

Upon admission, or at the first annual reexamination, and each annual reexamination thereafter, SPHA will do the following:

- a. Provide a list of volunteer opportunities to the family members.
- b. Provide information about obtaining suitable volunteer positions.
- c. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

#### **E. NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

SPHA will notify any family found to be in non-compliance of the following:

- a. The family member(s) has been determined to be in non-compliance;
- b. That the determination is subject to the grievance procedure; and
- c. That non-compliance will result in non-renewal of lease or termination of lease.

#### **F. OPPORTUNITY TO CURE**

SPHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to complete as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and ending by the next annual recertification appointment date. Within the agreement period, the resident shall complete the previous year's outstanding hours and the current year's required hours. Documentation of completed hours must be provided at the annual recertification appointment.

If any applicable family member does not accept the terms of the agreement, or fails to provide documentation of their outstanding hours, SPHA shall take action to non-renew the lease, unless the noncompliant family member no longer resides in the unit.

## **Chapter 12**

### **Transfers**

#### **A. OBJECTIVES**

Objectives of the Transfer Policy include the following:

1. To address emergency situations.
2. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
3. To facilitate a relocation when required for modernization or other management purposes.
4. To facilitate relocation of families with inadequate housing accommodations.
5. To provide an incentive for families to assist in meeting SPHA's deconcentration goal.
6. To eliminate vacancy loss and other expense due to unnecessary transfers.

#### **B. CATEGORIES OF TRANSFERS**

1. Category 1: Emergency Transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, victims of VAWA, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.
2. Category 2: Immediate Administrative Transfers. These transfers are necessary in order to permit a family needing accessible feature(s) to move to a unit with such a feature or to enable modernization work to proceed.
3. Category 3: Regular Administrative Transfers. These transfers are made to offer incentives to families willing to help meet certain SPHA occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by SPHA when a transfer is the only or best way of solving a serious problem. (When possible, transfers to meet occupancy standards shall be made within a property. However, if the property has no dwelling units large enough or small enough for the family, the family shall be transferred to an appropriate dwelling unit in another property.)

#### **C. DOCUMENTATION**

When the transfer is at the request of the family, the family will be required to provide third party verification of the need for the transfer.

## **D. PROCESSING TRANSFERS**

Transfers on the Transfer List will be sorted by the above categories and within each category by date and time.

Transfers in category 1, 2, and 3 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2, and transfers in category 2 will be housed ahead of transfers in category 3.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed five (5) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit, turnover charges for damages and excessive cleaning costs of the old unit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

1. If the family rejects with good cause any unit offered, they will not lose their place on the Transfer List.
2. If the transfer is being made at the request of SPHA and the family rejects two offers without good cause, SPHA will take action to terminate their tenancy.
3. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the Transfer List and will not otherwise be penalized.
4. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the Transfer List.

## **E. COST OF THE MOVE**

The cost of the transfer will be borne by the family in the following circumstances:

1. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (the family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
4. When the transfer is needed because action or inaction by the family caused the unit to be

unsafe or uninhabitable.

The cost of the transfer will be borne by SPHA in the following circumstances:

1. When the transfer is needed in order to carry out property repositioning, rehabilitation or modernization activities; or
2. When action or inaction by SPHA has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case- by-case basis.

#### **F. RESIDENTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with SPHA. The family must be in compliance with their lease, current in all payments to SPHA, and must pass a housekeeping inspection.

#### **G. TRANSFER REQUESTS**

A resident may request a transfer at any time by completing a transfer request form. In considering the request, SPHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives.

SPHA will review the request.

SPHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later. A housing quality standards inspection will be conducted prior to a decision being rendered.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### **H. RIGHT OF ST. PETERSBURG HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **Chapter 13**

### **Inspections**

#### **A. MOVE-IN INSPECTION**

SPHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

#### **B. ANNUAL INSPECTION**

SPHA will inspect each public housing unit annually to ensure that each unit meets SPHA's housing standards and UPCS. Work orders will be submitted and completed to correct any deficiencies.

#### **C. PREVENTIVE MAINTENANCE INSPECTION**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provides other minor servicing that extends the life of the unit and its equipment.

#### **D. SPECIAL INSPECTION**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by SPHA.

#### **E. HOUSEKEEPING INSPECTION**

Generally, at the time of annual reexamination, or at other times as determined by SPHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### **F. NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventive maintenance inspections, special inspections, and housekeeping inspections, SPHA will give the resident at least 48 hours written notice.

#### **G. EMERGENCY INSPECTION**

If any employee and/or agent of SPHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **H. PRE-MOVE-OUT INSPECTION**

When a resident gives notice that they intend to move, SPHA may schedule a pre-move-out inspection with the family. The inspection allows SPHA to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling SPHA to turn units more quickly for the future occupants.

## **I. MOVE-OUT INSPECTION**

SPHA conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **Chapter 14**

### **Pet Policy**

This policy does not apply to service animals or support animals that are used to assist persons with disabilities. SPHA will follow FHEO 2020-01 or the latest HUD criteria regarding assistance animals. Service animals are allowed in all public housing facilities with no restrictions other than those imposed by regulations, the lease, local ordinance and on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

#### **A. APPROVAL**

Residents must have the prior approval of the SPHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the SPHA will approve the request. SPHA will require seeing the pet before final approval.

#### **B. TYPES AND NUMBER OF PETS**

Per apartment unit, residents shall be permitted to keep a maximum of two (2) pets in the following categories; 1) domesticated dogs AND/OR cats (which when fully mature, shall not exceed 30 pounds in weight), 2) two (2) birds in cages (cages not to exceed 10 cubic feet), or 3) fish in an aquarium (tank size not to exceed 30 gallons).

All dogs and cats must be spayed or neutered. No pets shall be kept or raised for commercial purposes.

Only one (1) pet category is allowed per unit.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Certain breeds may be prohibited at the discretion of SPHA.

#### **C. PET DEPOSIT AND FEES**

Each Pet Owner must provide a Pet Deposit in an amount of \$100. This amount shall be periodically revised by Management if necessary. The Pet Deposit must be paid prior to a pet being brought into the apartment. In addition, should damage done to the apartment by the pet be in excess of the Pet Deposit, cost of such damage shall be borne by the resident. Any balance of deposit shall be refunded to the resident within thirty (30) days of move out.

#### **D. INNOCULATIONS**

All pets must be registered with SPHA management prior to being brought on the premises. Pets must have all County and City Licenses and records of vaccinations and inoculations. These documents will be renewed annually and a copy kept in the resident's file. SPHA may request proof of necessary vaccinations, licenses or permits at any time. Failure to provide SPHA such information is a material breach of this Lease Contract.

## **E. INSURANCE FOR PETS**

Insurance for pets is highly recommended for liability purposes.

## **F. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**

Resident and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As owner of the animal, you are strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You will indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

## **G. NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or SPHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance or physical attack will result in the owner having to remove the pet or to provide notice to vacate the apartment.

## **H. VISITING PETS**

Visiting pets are strictly prohibited.

## **I. DESIGNATION OF PET AREAS**

Residents shall keep their pet inside their apartment at all times except as necessary to take the pet out. When outside of their apartment, residents shall keep their pet on a short leash (dog or cat) or in an appropriate container. Cats or dogs will not be permitted to roam unrestrained on the property. Pets may not be tied or chained outside or in common areas. The pet shall be accompanied by and under control of the resident at all times. No animals (other than support animals) are allowed in the swimming pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units. Barking will not be tolerated as that it is considered to be a nuisance to other residents. Residents must clean up after their pets in their apartment and on the premises. Residents must remove and properly dispose of waste. Proper disposal of cat litter (secured and bagged) must be done on a frequent basis. Odors arising from cat litter will not be tolerated. Birds must be properly caged and cage shielded to prevent accumulation and/or damage to floors. Aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors.

You are prohibited from letting an animal defecate or urinate anywhere on SPHA property. You must take the animal off SPHA property for that purpose. If the animal defecates anywhere on our property you will be responsible for immediately removing the waste and repairing any

damage. Despite anything this Policy says you must comply with all local ordinances regarding animal defecation.

## **J. EMERGENCY CARE OF PETS**

Pet owners must supply to the Management Office an affidavit of agreement, with the names of at least two people who will be willing to assume IMMEDIATE responsibility for the pet in case of emergency. In case of emergency where Management, despite its best efforts, is unable to reach one of the designated “back-up” persons, pet owner agrees to allow Management to have pet removed by City Animal Control, or other public or quasi-public authority to a veterinarian of Management’s choice. All fees and costs shall be borne by the pet owner.

## **Chapter 15**

### **No Smoking Policy**

As of January 1, 2013, all common areas of SPHA properties will be smoke free. This includes the playgrounds, pools, hallways, laundry rooms, etc. Effective June 1, 2013, the entire property will be smoke free, including inside the units. Effective this date, smoking shall only be permitted in the designated smoking areas.

#### **A. DEFINITION OF SMOKING**

Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarette, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe unhealthy, illegal, or irritating to other persons.

#### **B. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED**

All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no smoking policy is a material and substantial violation of the addendum and Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guest, invitees, and all others who are present on or in any portion of the apartment community. The no smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, all interior areas of the apartment community, and spaces, work areas, play areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety and welfare of other residents is also prohibited by the policy and other provisions of the Lease Contract inside any apartment or building.

#### **C. SMOKING OUTSIDE BUILDING OF THE APARTMENT COMMUNITY**

Smoking is permitted only in the specifically designated areas outside the buildings of the apartment community. The smoking permissible areas are marked by signage. Smoking on balconies, patios, and limited common areas attached to or outside of the resident's apartment is not permitted.

Even though smoking may be permitted in certain limited outside areas, SPHA reserves the right to direct that residents, occupants, family, guests and invitees cease and desist from

smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety or welfare or disturbing the quiet enjoyment, or business operations of SPHA, other residents or guests.

**D. RESIDENT'S RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS AND GUESTS**

The tenant is responsible for communicating the no smoking policy and for ensuring compliance with the policy by their occupants, family, guests and invitees.

**E. LEASE CONTRACT TERMINATION FOR VIOLATION OF THE POLICY**

SPHA has the right to terminate a Lease Contract or right of occupancy of the apartment for any violation of the No Smoking Policy/Addendum. Violation of the no smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or occupancy, residents will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, tenants may be responsible for payment of rent after they vacate the leased premises even though the tenant is no longer living in the apartment.

**F. RESIDENT'S RESPONSIBILITY FOR DAMAGES AND CLEANING**

Residents are responsible for payment of all costs and damages to their apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by the tenant, occupants, family, guests, or invitees, regardless of whether such use was a violation of this policy. Any costs or damages we incur related to repairs, replacement, and cleaning due to the tenant smoking or due to violation of the no smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in the no smoking apartment community.

**G. NO WARRANTY OF A SMOKE FREE ENVIRONMENT**

Although SPHA prohibits smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that the apartment or the apartment community is smoke free. Enforcement of SPHA's no smoking policy is a joint responsibility which requires the tenant's cooperation in reporting incidents or suspected violations of smoking. Tenants must report violations of the no smoking policy before SPHA is obligated to investigate and act and tenants must thereafter cooperate with SPHA in prosecution of such violations.

## **Chapter 16**

### **Repayment Agreements**

A Repayment Agreement is a document entered into between SPHA and a Resident who owes a debt to SPHA. SPHA has the sole discretion of whether to enter into a Repayment Agreement with a Resident.

Repayment Agreements shall be two equal installments, with 50% due for the initial payment, and the remaining 50% due the following month.

Failure to enter into a Repayment Agreement or failure to honor the Repayment Agreement may result in termination of tenancy.

## **Chapter 17**

### **Termination**

#### **A. TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a 30-day written notice from the first day of a given month. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

#### **B. TERMINATION BY SPHA**

St. Petersburg Housing Authority (SPHA) will not renew the lease of any family that is not in compliance with the Community Service Requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin. The exception to the removal of applicant or resident is victims of verifiable certification of Form HUD-5382.

Certification of Domestic Violence, Dating Violence or stalking, criminal domestic violence, dating violence, sexual assault or stalking as well as members of the victims' immediate families from losing their assistance as a consequence of the abuse of which they were a victim. However, the submission of false information on this form may be the basis for the termination of assistance or the eviction.

##### **1. Notices**

SPHA will notify the family in writing of its intent to terminate tenancy or issue a notice of non-renewal by one the following notices:

- a. Fourteen (14) Day Notice – for non-payment of rent or other charges only
- b. Thirty (30) Day Notice of Lease Termination – Curable – for residents who have the opportunity to cure or remedy the situation for certain non-income related missing or required documents. If the non-compliance is not cured or remedied within the specified time period, eviction proceedings will commence.
- c. Seven (7) Day Notice of Lease Termination – Curable – for residents who have the opportunity to cure or remedy the situation. If situation is not cured or remedied within the specified time period, eviction proceedings will commence.
- d. Seven (7) Day Notice of Lease Termination – for a serious lease violation that threatens safety, life or health of any other resident, guest or employee of the community. This notice does not offer an opportunity to cure.
- e. Notifications to tenant shall be furnished by U.S. Mail, personal delivery to tenant/family or posting on the door of the leased unit in the absence of the tenant. Tenant signature or acknowledgment is not required for notice to be considered delivered.

## **2. Reasons for Termination**

SPHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to the following:

- a. Nonpayment of rent or other charges;
- b. A history of late rental payments;
- c. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- d. Failure to allow inspection of the unit;
- e. Failure to maintain the unit in a safe and sanitary manner;
- f. Assignment or subletting of the premises;
- g. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- h. Destruction of property;
- i. Acts of destruction, defacement, or removal of any part of SPHA property or failure to cause guests to refrain from such acts;
- j. Violation of SPHA's Criminal Background/Activities Policy. This includes any tenant, member of the tenant's household or guest and such activity engaged in on the premises by any person under the tenant's control. This includes but is not limited to the manufacture of any controlled substance on SPHA property or on the premises of any other federally assisted housing. (Other person under tenant's control is to mean a short-term invitee who is not staying in the unit.);
- k. Non-compliance with Non-Citizen Rule requirements;
- l. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of SPHA;
- m. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- n. Alcohol abuse that SPHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, staff or vendors;
- o. Failure to perform required community service or be exempted there from;

- q. SPHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program. Any registered State Sex Offender using a Public Housing resident's address as his/her own permanent, temporary and/or mailing address. (SPHA will utilize the U.S. Department of Justice's DRU Sjodin National Sex Offender website as an additional resource);
- q. Determination that a household member is illegally using a drug or when SPHA 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;
- r. Criminal activity as shown by a criminal record, written statement of observed criminal activity and as further described in the SPHA Criminal Background/Activities Policy. In such cases SPHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record prior to a SPHA grievance hearing (if requested) or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance to that record in the grievance hearing or court trial;
- s. Violation of the No Smoking Lease Addendum;
- t. Any member of the household is sentenced to, currently serving or has served jail time, while receiving federal housing assistance, for more than 120 days for an adjudicated case; and
- u. Other good cause.

### **3. Grievance or Appeal**

SPHA is *not* required to afford program participants or applicants an Informal Review, Informal Hearing, or any type of grievance or appeal for the following:

- a. Activity that threatens the health, safety or peaceful enjoyment of any persons residing in immediate vicinity, SPHA's employees, representatives, contractors, agents, law enforcement officials, and/or public.
- b. Activity in violation of SPHA's Criminal Background/Activities Policy regarding drug-related or violent criminal activity as defined therein.

SPHA has adopted a Criminal Background/Activities Policy with respect to these types of serious violations (listed as j, m, n, q and r above) as required by Federal Law and/or regulation. Terminations which result from these types of serious violations are civil in nature, not criminal, and arrest and/or conviction for persons accused of these types of serious violations are not necessary as conditions to terminate. Any applicable State laws to the contrary, whether current or promulgated in the future, are preempted by applicable

Federal law and/or regulation.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the SPHA may require a leaseholder 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 an action or failure to act that warrants the termination.

### **C. ABANDONMENT**

SPHA may take possession of the dwelling unit after resident has moved out. SPHA may consider that a tenant has abandoned the rental unit if the tenant is behind on his or her rent and the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments, i.e. fifteen 15 calendar days, as verified by other tenants, the U.S. Postal Service and/or utility companies.

In the event of the death of a single member household, SPHA will immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, SPHA will take immediate eviction actions.

By signing the Lease, resident agrees that upon surrender or abandonment, as defined by Chapter 83, Part II, Florida Statutes, as may be amended, SPHA shall not be liable or responsible for storage or disposition of resident's personal property. The reasonable cost of any storage, removal and/or disposal shall be charged to resident or assessed against resident's security deposit, unless in SPHA's sole discretion, it is determined that documentable conditions existed which prevented resident from occupying the dwelling unit.

### **D. RETURN OF SECURITY DEPOSIT**

At the termination of the lease and/or after the Resident has vacated the unit, the unit shall be inspected by SPHA.

SPHA will use the Security Deposit at the termination of the Lease to pay:

1. All unpaid rents, maintenance or repair charges, excess utility charges, court costs and/or attorney's fees, or other charges which are due to SPHA;
2. The cost of non-routine cleaning or repair of the dwelling or its appliances and other equipment, where such non-routine cleaning or repair is not due to normal wear and tear;
3. The cost of replacing all keys to the dwelling unit not returned to the Management Office of resident's community and/or the cost of replacing, removing or having removed locks, and/or of removing or having removed alarm systems at the dwelling due to resident's failure to return all keys to the dwelling and/or failure to have alarm systems removed;
4. The reasonable charge for storage, removal and/or disposal of property abandoned by resident; or

5. Thirty (30) calendar days rent if proper notice of termination is not given by resident as provided by the terms of this Agreement.

SPHA shall have thirty (30) days to notify the Resident of any deductions SPHA intends to make from the Security Deposit, together with a statement of costs and/or damages associated therewith. Unless the Resident provides SPHA with written objection of any such proposed deductions within fifteen (15) days of receiving such notice, SPHA shall deliver or mail the remaining Security Deposit, if any, within thirty (30) days following such first notice, in accordance with applicable law. The security deposit is not to be used as payment of the final month's Rent.

If a sole Resident dies, the security deposit, if any, shall be returned to a personal representative, next of kin, or resident's beneficiary who executes the proper receipt for the return of the security deposit, or has received a court order giving access, control, or possession of Resident's security deposit. Any security deposit or any part thereof which cannot be returned shall be considered abandoned.

## **Chapter 18**

### **Support for Armed Forces**

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The St. Petersburg Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, SPHA wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement may be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, SPHA will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **Chapter 19**

### **EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE**

#### **INTRODUCTIONS**

##### **EMERGENCY TRANSFERS**

The SPHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), SPHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of SPHA to honor such request for tenants currently receiving rental assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SPHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

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, sexual orientation, disability, or age.

#### **A. ELIGIBILITY FOR EMERGENCY TRANSFERS**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if:

- The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
- The tenant is a victim of a sexual assault, and the sexual assault occurred on the premises within the 90-day period preceding a request for an emergency transfer.
- A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

#### **B. EMERGENCY TRANSFER REQUEST DOCUMENTATION**

To request an emergency transfer, the tenant shall notify SPHA's management office and submit a written request for a transfer to the management office.

The tenant's written request for an emergency transfer should include either:

1. A statement expressing why 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 SPHA's program.
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for an emergency transfer.

SPHA may request additional documentation from a tenant in accordance with the documentation policies of HUD's regulations at 24 CFR part 5, subpart L.

#### **C. CONFIDENTIALITY**

SPHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SPHA written permission to release the information, or disclosure of the information is required by law or in the course of an eviction or termination proceeding. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. The Notice of Occupancy Rights under the Violence Against Women's Act provides additional information regarding confidentiality of information.

#### **D. EMERGENCY TRANSFER TIMING AND AVAILABILITY**

SPHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SPHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a 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.

If SPHA has no safe and available units for which a tenant who needs an emergency is eligible, SPHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SPHA 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.

#### **E. SAFETY AND SECURITY OF TENANTS**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. The tenant is encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at [https:// www.victimsofcrime.org/our-programs/ stalking-resource-center](https://www.victimsofcrime.org/our-programs/stalking-resource-center).

Other local Sources

Police Department

Local Domestic Violence Advocate Groups

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## Glossary

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100).

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based (24 CFR 5.611).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or Tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program (24 CFR 5.403).

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access (1937 Housing Act; 24 CFR 5.609).

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program (24 CFR 5.403).

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States Are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance Applicant:** A family or individual who seeks admission to the public housing program.

**Business Days:** Days the housing authority is normally open for business Monday through Friday.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age [24 CFR 5.504(b)].

**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 for seeking employment or furthering education. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income of the individual that became employed that is included in annual income [24 CFR 5.603(d)].

**Citizen:** A citizen or national of the United States [24 CFR 5.504(b)].

**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.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits (24 CFR 5.214).

**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.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable Uniform Physical Condition Standards (UPCS).

**Department:** The Department of Housing and Urban Development (24 CFR 5.100).

**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 [24 CFR 5.603(d)].

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**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. [24 CFR 5.603(d)].

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides [24 CFR 5.403(b); also see "person with disabilities."]

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), 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 [24 CFR 5.403(b)].

**Displaced Person:** 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 (*1937 Act*).

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

**Dating Violence:** Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following

factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**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 (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Drug-Related Criminal Activity:** Drug trafficking, possession, or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21U.S.C. 802), as further described in the SPHA Criminal Background/Activities Policy.

**Economic Self-Sufficiency Program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides (24 CFR 5.403).

**Elderly/Disabled Family Allowance:** For elderly/disabled families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age (1937 Housing Act).

**Employment:** Employment for admission preference purposes is defined as: current employment of six (6) months or longer and at a minimum engaged in work activity as defined in Section 407 (d) of the Social Security Act. Date of hire, number of hours per week, rate of pay per hour and overtime must be verified by employer in writing. The amount of earned income shall not be a factor in granting this preference.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.); (24 CFR 5.100).

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family (24 CFR 5.403).

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services [24 CFR 984.103(b)].

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. SPHA shall determine flat rent based on 80% of Fair Market Rents (FMR) established annually by the U. S. Department of Housing and Urban Development (HUD) for the Tampa-St. Petersburg-Clearwater FL MSA, less a utility allowance for tenant-paid utilities, and shall update flat rents as appropriate. Families selecting the flat rent option have their income evaluated once every three years, rather than annually. However, annually, tenants will be offered the choice between the current updated flat rent amount, and the previously calculated income-based rent.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent [24 CFR 5.504(b)].

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction, for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

**Income Method:** A means of calculating a family's rent based on the greater of, 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification's when a change in a household's circumstances warrants such a reexamination.

**Law Enforcement Agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold arrest and criminal conviction records.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403(b)].

A live-in aide is not a party to the lease.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance [24 CFR 5.603(d)]. These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, and transportation for medical purposes. SPHA will use IRS 502 for additional clarification in whether to allow the expense.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status [24 CFR 5.504(b)].

**Mixed Population Development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income [24 CFR 5.603(d)].

**Monthly Income:** One-twelfth of annual income [24 CFR 5.603(d)].

**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 [24 CFR 5.504(b)].

**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; 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 [24 CFR 5.403(b)].

**Net Family Assets:**

- A. 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.
- B. 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.
- C. In determining net family assets, housing authorities 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, date of application for the program or reexamination, as applicable, in excess of but not in a foreclosure or bankruptcy sale) during the two years preceding the

consideration received therefore. 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 [24 CFR 5.603(d)].

**Non-Citizen:** A person who is neither a citizen nor national of the United States [24 CFR 5.504(b)].

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual who is assisted by the public housing program.

**Permanently Absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 432.
- B. Is determined, pursuant to HUD regulations to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Police Officer:** SPHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. The number and location of the unit(s) will be identified per development based upon unit availability and need for increased police presence. Their rent shall at least equal the flat rent rate.

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

**Previously Unemployed:** This includes a person who has earned, in the 12 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.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsible entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance (24 CFR 5.520).

**Public Housing:** Housing assisted under the 1927 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act (24 CFR 5.100).

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left (Handbook 7565.1 REV-2, 3-5b.).

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an

elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family (Public Housing: Handbook 7465.1 REV-2, 3-5).

**Specified Welfare Benefit Reduction:**

- A. 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.
- B. “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. 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
  - 3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State 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 (24 CFR 5.214).

**Temporary Absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds fourteen (14) calendar days, the SPHA must be notified (in writing) and agree to the absence.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit [24 CFR 5.504(b)].

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance [24 CFR 5.603(d)].

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

## **Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Unauthorized Occupant:** Any member of the tenant's household, or any guest or other person under the tenant's control who is a resident in the dwelling unit beyond a prescribed visitation period and not listed as an occupant on the Lease Agreement.

**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 by a housing authority 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 (24 CFR 5.603).

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit (24 CFR 5.603).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family

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

**Victims of Domestic Violence:** Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. SPHA will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, Police report, or written verification that the individual or family is living in an emergency shelter because the individual has been subjected to or victimized by violence by a member of the family or household.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments. [24 CFR 5.603(d)] (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## Acronyms

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SPHA	St. Petersburg Housing Authority
SSA	Social Security Administration
TTP	Total Tenant Payment