Admission and Continued Occupancy Policy

ACOP

GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY OF THE PUBLIC HOUSING PROJECTS OPERATED BY THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON

This is the latest version as of: 07-20-2026

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INTRODUCTION

GENERAL POLICY STATEMENTS

A. FAIR HOUSING

It is the policy of the Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, actual or perceived sexual orientation or gender identity or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under the Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority's Area Offices. In addition, all written information and advertisements will contain the appropriate language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

B. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This section and Exhibit L clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodation.

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of re-examination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

Exhibit L provides additional information on the procedure for requesting a reasonable accommodation.

C. SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The 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.

D. FAMILY OUTREACH

The Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people, who cannot or do not read the newspapers, the Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority will also try to utilize public service announcements.

The Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

E. RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice or similar KCHA-approved Notice.. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant, or as provided in Exhibit M.

Required Postings

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

- ✓ Statement of Policies and Procedures governing Admission and Continued Occupancy;
- ✓ Notice of the status of the waiting list (open or closed);
- ✓ A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers;
- ✓ Income Limits for Admission;
- ✓ Excess Utility Charges;
- ✓ Utility Allowance Schedule;
- ✓ Current Schedule of Routine Maintenance Charges;
- ✓ Dwelling Lease;
- ✓ Grievance Procedure;
- ✓ Fair Housing Poster;
- ✓ Equal Opportunity in Employment Poster;
- ✓ Any current Housing Authority Notices;
- ✓ Anti-Harassment Notice.
- ✓ Notice of HA Obligations for Tenant Screening

F. CATASTROPHIC PLANNING

This policy details KCHA policies and procedures that are in place under normal day-to-day operations. However, should a catastrophic event occur that impedes the ability to maintain the health, safety, security of residents, staff or the community and/or financial viability of the Agency, KCHA may modify certain policies or procedures. Changes may only be made upon Executive Director declaration of an Emergency as a result of catastrophic

event(s). At the discretion of the Executive Director, modifications determined necessary may remain in effect for up to 60 days following the end of the declared emergency to allow KCHA operations to normalize. Examples of policy and procedure changes that could be implemented include, but are not limited to, the following:

- **Modified Office Hours:**
  In the event of a declared emergency, KCHA may limit office hours or close designated offices to the public entirely as determined necessary by KCHA. In such instances, staff will remain available to clients through phone and/or email. Information regarding revised office hours – including anticipated length of the closure/modification and how to contact KCHA staff with questions and/or concerns - will be clearly posted on all office doors and in community areas, if appropriate. Information will also be distributed to clients via email and direct delivery when KCHA determines such is available and practical.
- **Modified Inspection process**:
  Recertification inspections scheduled during the catastrophic event may be extended for an additional 12 months. However, upon notification of the delay, the participant will be advised to report any necessary repairs that have not been addressed by the owner. If the tenant reports a life threatening failure, the owner will be required to abate or correct the condition immediately, per KCHA policy.
  To help ensure client access to housing, tenant move-ins and new inspections will be prioritized and completed as soon as possible (pending road closures or other obstacles preventing immediate response).
- **Modified Review and Verification procedures:**
  In the event of a declared emergency, KCHA may modify client review schedules and/or implement revised verification policies under the protocols listed above. For example, should a catastrophic event occur, it may be difficult to verify tenant information through normal documentation methods or complete reviews under the current process. In such cases, reviews could be temporarily delayed, and verification processes relaxed by weighting all forms of verification equally. A notation regarding any changes authorized as a result of the Executive Director's declaration will be noted in all affected client files.

1: DEFINITION OF TERMS

Adjusted Annual Income: Total Household Annual Income less the sum of total eligible deductions for unreimbursed medical expenses, handicapped assistance expenses and/or childcare expenses (as defined) which the household is determined eligible to receive during the recertification process and determination of tenant rent. (See Section 9 and Exhibit C for additional information.)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's gross annual income in determining adjusted annual income (the income amount used in the rent calculation). As established under KCHA's EASY Rent and WIN Rent programs, allowances for medical expenses, handicapped assistance expenses and child care expenses for children under 13 years of age, as outlined in this ACOP.

Alternative non-public housing rent: The monthly rent charged to a Non-public housing over-income household. The rent is equal to the greater of:

(1) The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit; *or*

(2) The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

(A) For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated;

(B) For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made;

(C) HUD will publish such funding amounts no later than December 31 each year.

Annual Income: All amounts, not specifically excluded in Exhibit B of this policy, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income

by or on behalf of each dependent who is under 18 years of age. (See Exhibit A and Exhibit B for additional information).

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

Authority: The Housing Authority of the County of King, Washington, a public corporation.

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

Child Care Deduction[1]: The amount allowed under KCHA's WIN Rent program as a reduction from Annual Income when child care expenses (as defined) are incurred by a participating household. Households with income in excess of $75,000 and above are not eligible for this deduction. **A child care deduction is only provided when KCHA determines no other adult in the household is available** to provide care **AND** the amount paid (1) is not reimbursed by another party or source; (2) is reasonable in relation to the time and hours worked; (3) is not paid to a family member; (4) does not exceed the income received as a result of the provision of the care. A Child Care Deduction **may not be** granted to a household operating an in-home childcare facility in order to provide for the care of the household's own children. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Child Care Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

See Section 9 and Exhibit C for additional information.

Child Care Expense[1]: The "out-of-pocket" amount paid for (1) the care of children in the household under 13 years of age **and/or** (2) attendant care and auxiliary apparatus for a Handicapped or Disabled Family member. Under the WIN Rent program, child care expenses must: (1) be necessary to enable a member of the household to be gainfully employed or further his/her education; (2) not be reimbursed by another party or

[1] Approved MTW FY 2011 – WIN Rent Policy

source; (3) be reasonable in relation to the time and hours worked; (4) not be paid to a family member; (5) not exceed the income received as a result of the provision of the care. Households with income of $75,000 and above are not eligible for this deduction. (See Section 9 and Exhibit C additional information.)

Citizen: A citizen or national of the United States.

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 and/or the Authority 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.

Co-Tenant: An adult member of the Family household who is neither head nor spouse, but who enters the lease jointly with the Head of Household. A Co-Tenant has the same standing in the lease as would a spouse.

Dependent: A member of the Family household (excluding 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. An unborn child shall not be counted as a Dependent except when determining initial program eligibility of a single pregnant woman **without** other children in the household.

Day Laborer: An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day worker is **not** considered non-recurring income.

Dilapidated Housing Unit: For selection preference purposes, a housing unit is considered dilapidated if it does not provide safe and adequate shelter, in its present condition endangers the health, safety or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair from serious damage to the structure.

Disabled Family: A family whose head, spouse or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Family: For eligibility purposes, a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: For eligibility purposes, 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 under Federal disaster relief laws.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. (As defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)

Dwelling Lease: A rental agreement between the Housing Authority and the tenant in the form shown in Exhibit J of this policy. The Dwelling Lease (or a Rider to the Dwelling Lease) shall, among other things, reflect the rent currently being charged and the conditions governing occupancy. (J- Section 7)

Earned Income: Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

EASY Rent Program[2]: The rent calculation method applied by KCHA to Easy Rent households (see definition). Under Easy Rent program rules, rent is calculated based upon 30.7% of an eligible household's adjusted gross income. Minimum rent paid by eligible families is $0 per month, in accordance with the policies outlined in this ACOP. Households under the EASY Rent program undergo a **full recertification** of income and program eligibility just once every three (3) years. During intervening years, rent will be adjusted to account for changes in the applicable Energy Assistance Supplements and/or Social Security Cost-of-Living adjustments received in the prior year. Unit inspections will still be performed in accordance with the HA's established schedule. (See Section 9 and Section 10 for additional information.)

EASY Rent Household[2]**:** A resident or family living in or applying for a development currently or formerly operated as a KCHA Public Housing Mixed Population Hi-rise building, or a family in which (1) All adults in the household (excluding live-in attendants) are Elderly or Disabled (as defined); ***and*** (2) have no source of income, ***or***,

[2] Approved MTW FY 2008 – Easy Rent; see also FY 2025 (Resolution 5802) for % calculation change.

at least 90% of total household income is derived from any combination of the following fixed income sources: Social Security, SSI, Government Pension, Public or Private Pensions and/or GAU, Disability Lifeline or similar DSHS general assistance grants. An EASY Rent Household includes a household in which a dependent minor has turned eighteen (18) years of age in between the established (3 year) recertification period. Easy Rent Households may also be referred to as a "fixed income" household in this ACOP as their income is typically from a fixed source such as Social Security or SSI.

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.

EIV (Enterprise Income Verification): A HUD web-based system used to validate tenant reported income including wages, unemployment, Social Security, SSI and other income and benefits.

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

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: An immigration status in one of the following categories:

1. A noncitizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101 (a)(20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);

2. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

3. A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant

of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158)(asylum status); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);

5. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under Section 234(h) of the INA (8 U.S.C. 1253(h))(threat to life or freedom); or

6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

Energy Assistance Supplement (EAS)[3]: The amount provided by the Housing Authority as a reduction to the household's Total Tenant Payment, when the costs of utilities are the responsibility of the family occupying the unit. As determined by the Housing Authority, the EAS is established based upon the reasonable energy consumption of a reasonably conservative household of modest means. (Formerly referred to as a "Utility Allowance"). An EAS is not provided to a Non-public housing over-income family.

Tenants who reside in units for which all utilities are paid by the Housing Authority **do not** receive an Energy Assistance Supplement (EAS).

Energy Supplement Reimbursement[3]**:** The amount, if any, by which the Energy Assistance Supplement for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. The amount of reimbursement may be limited by any Minimum Rent policies established by the Housing Authority as outlined in this ACOP.

Extremely Low Income Families: Those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families.

Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. In all cases the Head of Household must be at least 18 years of age unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State

[3] Approved MTW FY 2011 – EASY and WIN Rent programs

regulations *(RCW 13.64)* [4].

1. A group of two or more persons sharing a residency whose income and resources are available to meet the family needs and who are either related by (1) blood, marriage or operation of law (excluding custody of foster children), or; (2) who have evidenced a stable family relationship.

    a. A group of "two or more persons" includes a single pregnant woman **without** other children and a single-person (see definition) in the process of securing legal custody of a dependent.

    b. Members of the family temporarily absent shall be included in the family group. To establish what constitutes "temporary absence," the following clarification is provided:

        1) A military service member shall be classified as "temporarily absent" when away from home due to military service. Therefore, each military service member shall be counted as part of the family for purposes of qualifying as an eligible family for admission of or continued occupancy and for establishment of rent, but not for determining size of unit required.

        2) If the family claims a child as a family member, but does not have full custody, or if the child lives only part time with the family, it will be the sole discretion of the Housing Authority as to whether to count the child as part of the family.

        3) If the family has a dependent away at school, the dependent may be considered a member of the household if the dependent normally lives in the household while not attending school.

        4) The Authority may consider an absent child to be part of the family if there is evidence that the child would reside with the family if the family were admitted to the Authority's housing.

2. An Elderly Person or Family (see definition)

3. A Near Elderly Person or Family (see definition)

4. A Person with Disabilities or Disabled Family (see definition)

5. A Remaining Member of a tenant family (see definition)

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[4] Approved MTW FY 2022 – Board Resolution 5727 (July 2022)

For purposes of determining **initial eligibility** for the Housing Authority's Public Housing program:

1. A Family **must include** at least one household member who is disabled, elderly, near-elderly or who qualifies as a dependent (see definition)[5];

2. Single-persons (as defined: those who are not elderly, near-elderly or disabled) will not be placed on the waiting list. However, such individuals may be considered eligible for assistance and be placed on the waiting list for any specific targeted "set-aside" program established by the Housing Authority (such as programs to assist Chronically Homeless individuals or youth transitioning out of foster care) for which they qualify[6].

For purposes of properties that are owned and/or administered by the Housing Authority in conjunction with the Low Income Housing Tax Credit (LIHTC) program, a Family will not include a household that consists solely of family members that are considered Full-time students (as defined by the LIHTC program).

Family Income: For purposes of qualifying for a Federal Preference, Family Income is "Monthly Income" as defined in this Section.

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 Development: Any development assisted under the US Housing Act of 1937 (other than Section 8 or Section 17 of the Act) which is not a Project for the Elderly or Disabled.

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.

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

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[5] Approved MTW – FY 2008
[6] Approved MTW – FY 2008/2009

Foster Child Care Payment: Payments to eligible households by state, local or private agencies.

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

Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual Income is computed, for attendant care or auxiliary apparatus for a Handicapped or Disabled Family member, and **that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed or further his/her education**, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household: The adult member of the Family who is the head of the household for the purposes of determining income eligibility and rent. A Head of Household must be 18 years of age or older unless they document approval as an Emancipated Minor pursuant to Washington State regulations *(RCW 13.64.)*[4].

Homeless Family: For selection preference purposes, an applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate night time residence; and

2. Have a primary night time residence that is:

    a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing for the mentally ill);

    b. An institution that provides a temporary residence for individuals intended to be institutionalized; or

    c. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Housing Authority (HA): The Housing Authority of the County of King, a public corporation.

HUD: The U.S. Department of Housing and Urban Development.

Imputed Asset Income: For households with assets of more than $50,000, 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 specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Limits: A schedule of incomes that do not exceed a percent of the median income for the area as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of prevailing levels of construction costs, unusually high or low incomes, or other factors. (See Exhibit E)

Independent Contractor: An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are subject to self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. Income earned as an independent contractor is **not** considered non-recurring income.

Interim Recertification: A reexamination of a family income, expenses, and household composition conducted between regular recertifications when a change in a household's circumstances warrants such a reexamination. (See Section 10 for additional information.)

INS: The U.S. Immigration and Naturalization Service.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who (1) is determined by the Housing Authority to be essential to the care and well-being of the person(s); (2) is not obligated for the support of the person(s); and (3) would not be living in the unit except to provide necessary supportive services.

A relative meeting the above three criteria would not be prohibited from serving as a Live-in Aide.

With the consent of the Housing Authority, a live-in aide meeting the above criteria may be permitted to reside in the dwelling unit. In addition to screening the live-in aide for the normal suitability criteria, permission may depend on whether the addition of a new occupant would require a transfer of the family to another unit, and whether another appropriate unit is available.

A live-in aide is not a party to the lease, has no continued occupancy rights, and his/her income is not considered in computing family income or family deduction.

Local Preference: A preference adopted by the Housing Authority to select among applicant families. Housing Authority approved local preferences and the limits on their use are outlined under Section 6 of this Policy.

Low Income Family: A Family whose Annual Income does not exceed 80% of the median low income limit for the area, as determined by HUD with adjustment for smaller and larger families.

Medical Deduction[7]: The amount allowed under KCHA's EASY Rent program as a reduction from Annual Income when medical expenses (as defined) are incurred by a participating household. Households with income of $75,000 and above are not eligible for this deduction. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Medical Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

Under KCHA's Hardship Policy, a WIN Rent Household may qualify for a Medical Deduction only when it can be demonstrated that the household's childcare and medical costs and calculated Total Tenant Payment (TTP, which equals Rent + Energy Assistance Supplement) results in the household facing an "extraordinary cost of living". (See Section 9 and Exhibit C for additional information.)

Medical Expenses: The "out-of-pocket" amount paid by a household for (1) the medical care of elderly and disabled household members **and/or** (2) attendant care or auxiliary apparatus for a Handicapped or Disabled Family member that are necessary to enable a Family member to be employed or further his/her education. As defined in this ACOP, the total attendant and auxiliary costs (handicapped assistance expenses) included under this category must (1) be reasonable in relation to the time and hours worked; (2) not be paid to a family member; (3) not exceed the income received as a result of the provision of the care. **Claimed expenses may not be dually included in the calculation**

[7] Approved MTW – FY 2010 – Easy and WIN Rent programs

of Child Care Expenses in order to determine a household's adjusted annual income[7]. (See Section 9 and Exhibit C for additional information.)

Member of the Armed Forces: A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

For the purpose of determining Annual Income, a Member of the Armed Forces shall be the Head of Household, Spouse, or other Family member whose dependents are residing in the unit.

Minimum Rent: The minimum monthly amount payable to the Housing Authority as rent by an EASY Rent and WIN Rent household[7].

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Mixed Finance Development: A housing development for which the Housing Authority has entered into an agreement that uses a combination of public and/or private funding sources for the development of public housing units. Such a development may be managed by an entity other than KCHA , include both public and locally funded units, and/or use two or more rent and/or operating subsidies to support on-site rental opportunities. Examples of such developments include the Bellevue 8 and Greenbridge.

Mixed Population Development: Any development assisted under the US Act of 1937 (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use project that was designated for occupancy by the elderly or disabled at its inception or, although not so designated, for which the PHA gives preference in a tenant selection (with HUD approval) for all units in the project (or for a building within a mixed-use project) to elderly or disabled families.

Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.

Monthly Income: One-twelfth of Annual Income.

Moving To Work (MTW): A demonstration program established by HUD that allows Public Housing Authorities (PHAs) to design and test ways to (1) promote self-sufficiency among assisted families; (2) achieve program efficiency and reduce costs; and, (3) increase housing choice for low income households. KCHA entered into an MTW agreement with HUD in July 2003. MTW footnotes in this document are for reference only and are not exhaustive. They are not intended to limit or define the full scope of MTW authority underlying any given policy.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a U.S. Territory or Possession.

Near Elderly Disabled Family: A Disabled Family (see definition) whose head, spouse, or sole member is a person who is at least 55 years[8] of age but below the age of 62; or two or more persons, who are at least 55 years[8] of age but below the age of 62 living together; or one or more persons who are at least 55 years[8] of age but below the age of 62 living together with one or more live-in aides.

Near Elderly Disabled Person: A Disabled Person (see definition) who is at least 55 years[8] of age but below the age of 62.

Near Elderly Family: A family whose head, spouse, or sole member is a person who is at least 55 years[8] of age but below the age of 62; or two or more persons, who are at least 55 years[8] of age but below the age of 62 living together; or one or more persons who are at least 55 years[8] of age but below the age of 62 living together with one or more live-in aides.

Near Elderly Person: A Person who is at least 55 years[8] of age but below the age of 62.

Net Family Assets:

1. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

2. Net family assets must include the value of any business or family assets disposed of for less than fair market value during the two years preceding the date of application for the program or reexamination, in excess of the consideration received therefore.
   a. This includes a disposition in trust, but not in a foreclosure or bankruptcy sale.
   b. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.
   c. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

See Exhibit B and Exhibit C for additional information regarding exclusions and calculation of Annual Income and Rent.

Net Income from Operation of a Business or Profession: See Exhibit A.

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[8] Approved MTW – FY 2004

Noncitizen: A person who is neither a citizen nor national of the United States.

Noncitizen Student: A noncitizen who:

1. Has a residence in a foreign country, that the person has no intention of abandoning; **and,**

2. Is a bonafide student qualified to pursue a full course of study; **and,**

3. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each nonimmigrant student.

Non-public housing over-income family: A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

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.

Other Criminal Activity: Criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity, the owner or public housing employees.

Over-income family: A family whose income exceeds the Over-income limit.

Over-income limit: The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4. See § 960.507(b).

Person with Disabilities: Per the HUD definition, a person is considered disabled if (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability as described in Paragraph 2 below.

1. Has a disability as defined in Section 223 of the Social Security Act which states: "Inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, and who is unable because of blindness to engage in any substantial

gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

2. Is determined, pursuant to regulations issued by HUD to have a physical, mental, or emotional impairment that:

   a. is expected to be of long, continued and indefinite duration;

   b. substantially impedes that person's ability to live independently; and

   c. is of such a nature that such ability to live independently would be improved by more suitable housing conditions, or

3. Has a developmental disability as defined below in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)) which is a severe, chronic disability that:
   a. Is attributable to a mental and/or physical impairment (or a combination of mental and physical impairments);

   b. Is manifested before the person attains the age of 22;

   c. Is likely to continue indefinitely;

   d. Results in substantial functional limitations in three or more of the following areas of major life activity;

      1) Capacity for independent living;
      2) Self-care;
      3) Receptive and responsive language;
      4) Learning;
      5) Mobility;
      6) Self-direction; and
      7) Economic self-sufficiency; AND

   e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition of a person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

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

Preponderance of the Evidence: Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Principle Income Recipient: That member of the Family who has the greatest amount of income. In the case of two (2) members of the Family with the same amount of income the Principle Income Recipient shall be the member of the Family who has the most responsibility, in the following order: Head of Household, Spouse, adult dependents, children in order of age.

Rental Assistance Demonstration (RAD): A HUD program that allows properties in the Public Housing program to transition to Section 8 subsidy.

Reasonable Accommodation: A change in Housing Authority policy, procedure or unit structure that allows a disabled individual with an opportunity to access, use and occupy the Public Housing premises in a manner equal to that of a non-disabled individual.

Recertification[9]: The re-examination of a household's income, expenses, and family composition to determine the family's continued eligibility for program participation and to calculate the family's share of rent. As described elsewhere in this ACOP, recertification is completed at least once every three (3) years for **Fixed Income-EASY Rent** households (see definition) and biennially (every 2 years) for **WIN Rent households** (see definition) or when necessary to meet obligations of layered funding resources such as the Low Income Housing Tax Credit (LIHTC) program.

Remaining Member of Tenant Family: A member of the Family listed on the Lease who continues to live in the dwelling unit after all of the Family Members have left.

If the person is named on the lease but did not sign it, it will be the sole determination of the Housing Authority whether to enter into a new lease with that person. Among other factors, the person's suitability for tenancy and his or her ability to uphold a lease will be considered.

In accordance with the Authority's Occupancy Standard, the remaining member may be required to transfer to an appropriate sized dwelling unit or type of project.

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[9] Approved MTW – FY 2010 – Easy and Win Rent programs

Rent: For tenant selection and preference purposes, rent is defined as:

1. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and

2. In the case of utilities purchased directly by tenants from utility providers:

    a. The Energy Assistance Supplement (if any) determined for the Section 8 Certificate/Voucher Program; or

    b. If the family chooses, the average monthly payments that it actually made for its utilities for the most recent 12 month period, or if that information is not obtainable, for the entire period of an appropriate recent period (such period shall be no less than 6 consecutive months).

Seasonal Worker: An individual who is: (1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and (2) the employment begins about the same time each year (i.e. summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Income earned as a seasonal worker is **not** considered nonrecurring income.

Single-Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly, near-elderly or displaced person, a person with disabilities, or, (for continued occupancy) as the remaining member of a tenant family. For the purposes of determining initial program eligibility, a single pregnant woman **without** other children or an individual in the process of securing legal custody of a dependent **is not** considered a Single-Person.

Site-based Waiting List: One of the waiting lists used to fill vacant units. Applicants on this type of waiting list have indicated a desire or need to move to a specific public housing development.

Social Security Number: The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

Spouse: Spouse means the husband or wife of the Head of Household.

Standard Replacement Housing: For selection preference purposes, standard replacement housing is housing:

1. That is decent, safe, and sanitary;

2. That is adequate for the family size (according to the Authority's occupancy standards); and

3. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities (such as motels, hotels or temporary shelters for victims of domestic violence or homeless families not the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence lives).

Tenant: Any lessee or the remaining head of the household or any tenant family residing in housing accommodations covered by Title 24 of the Code of Federal Regulations, part 966 (24 CFR Part 966).

Tenant Rent: The amount payable monthly by the Tenant as rent to the Housing Authority. This definition does not limit KCHA's ability to accept payment of rent or other charges due under the lease from a 3rd party agency or individual on behalf of the Tenant to expedite payment receipt and/or processing and ensure client stability. According to this policy, Tenant Rent is determined by the Rent program (Easy or WIN Rent) for which the family qualifies. (See Section 9 for additional information.) .

Total Tenant Payment (TTP)[7]: For EASY Rent Households, the TTP is equal to the 30.7%[2] of the household's gross adjusted income. For WIN Rent Households, the TTP is equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls. In general, the TTP less the established Energy Assistance Supplement is the monthly Tenant Rent payable by a household, subject to any Minimum Rent established by the Housing Authority. (See Section 9 for additional information.)

Unearned income. Income, that is not categorized under the definition of **earned income** as detailed in this policy.

Utilities: Utilities means electricity, gas, other heating, refrigeration and cooking fuels. Cable and Telephone services are not included as a utility.

Utility Allowance: See: Energy Assistance Supplement (EAS).

Utility Reimbursement: See: Energy Assistance Reimbursement.

Very Low-Income Family: A Low-Income Family whose Annual income does not exceed the Very Low Income Limit, which is 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

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

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.

Welfare Benefit Reduction:

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2. "Welfare reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

   a. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

   b. 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 because a family member has not complied with other welfare agency requirements.

WIN Rent[10]: The rent calculation method applied by KCHA to WIN Rent Households (see definition). Under WIN Rent program rules, rent is calculated based upon established Income Bands. (see Exhibit D) Minimum rent paid by eligible families is $25 per month, in accordance with the policies outlined in this ACOP. Households under the WIN Rent program undergo a **full recertification** of income and program eligibility once every two (2) years. (See Section 9 and Section 10 for additional information.)

WIN Rent Household[10]: A household who does not qualify as an EASY Rent Household. Typically, WIN Rent Households include at least one adult family member (over age 18) who is currently working or considered "work-able.

[10] Approved MTW – FY 2010 – WIN Rent program

2: RECEIPT OF APPLICATIONS

A. ESTABLISHING A WAITING LIST

In order to provide the greatest amount of choice to applicants, the Housing Authority will maintains Site-based waiting lists for its Public Housing developments. A Site-based waiting list includes those applicants who only have a desire or need to reside in a specific public housing development.

When completing the initial application for housing assistance, each applicant will be given the opportunity to elect to have their name placed on any of the Site-Based waiting lists for which they qualify. Information regarding the Authority's individual public housing developments, their locations and amenities and expected wait time for assistance will be made available for review by interested applicants.

Applicants may change their waiting list choices at any time. Applicants who choose to add their name to a new site-based waiting list subsequent to their initial application will receive a new application date for the newly added list. However, an applicant may retain their original application date under the following limited circumstances:

(1) If KCHA requires the applicant to select a new waiting list or bedroom size; and,

(2) If KCHA, at its sole discretion, determines that allowing the applicant to select a new waiting list while retaining their application date is the best option for addressing the unique circumstances of the applicant or their household. Such determinations require approval of KCHA's Executive VP of Housing Operations or their designee(s).

In addition to the Site-based the Housing Authority also maintains a separate waiting list for applicants referred to KCHA through the Sound Families Transitional Housing program (a partnership between the Authority and the Gates Foundation). Applicants will be placed on the Sound Families transitional waiting list based upon bedroom size and date/time of graduation from the transition housing program. Applicants who have applied to the Housing Authority through the Sound Families partnership may not simultaneously have an active application on the Authority's Site-based waiting lists..

Upon receipt, all applications will be dated, time-stamped and processed to the extent necessary to determine whether the applicant is initially eligible for the selected waiting list(s). Applications will be organized on the waiting lists according to the bedroom size needed, preference and date/time of application and kept in a permanent file

B. WAITING LIST ADMINISTRATION

In the administration of its waiting lists, the Housing Authority will fully comply with all Federal, State and Local nondiscrimination laws; the Americans with Disabilities Act; and HUD regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the Housing Authority programs.

The Housing Authority will regularly monitor its waiting lists to ensure equal program access to all families in compliance with federal, state and local fair housing laws and regulations. Where necessary, the Housing Authority will affirmatively implement additional steps (such as targeted marketing, suspension of the waiting list or housing incentives) to encourage applications from families whose classification would help to meet the deconcentration goals of a particular development. While various methods to affirmatively market its developments may be used at different times, or under different conditions, such methods will always be completed in a consistent and nondiscriminatory manner.

C. APPLICATION SUBMISSION

Applicants wishing to apply to the Housing Authority's Public Housing Program must submit a written application using the Authority's Standard Application Form(s). In order to maximize program access, application forms will be available at any of the Authority's Public Housing Management offices or, upon request, may be obtained by mail. Applications may also be accessed through KCHA's website at www.kcha.org. Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. The TDD telephone number is posted in each Area Management Office.

Completed applications will be received, in person at any of the Authority's Public Housing Management Offices or KCHA's Application Processing Center (during posted office hours) , by mail, electronically (i.e. email or through an on-line portal) or other means made available by KCHA. Generally, applications will be accepted from all Families seeking admission to the program on an open enrollment basis. However, depending upon the length of the waiting list, the Housing Authority may temporarily close all or a portion of a waiting list and suspend acceptance of new applications. Unless the waiting list is closed, the Authority will accept an application from any applicant who wants to apply, as long as a unit of suitable size for the family exists in the housing inventory served by the selected waiting list(s).

D. APPLICATION PROCESSING

The Housing Authority utilizes a two (2) stage process in the administration of its public housing waiting lists – which includes an initial Pre-Application and subsequent Final Eligibility screening.

1. During the pre-application stage, a family provides limited basic information in order to establish their general eligibility for the selected housing program waiting lists as well as their claim for any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

   Upon receipt of the family's pre-application, the Housing Authority will make a preliminary determination of eligibility. The Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority determines the family to be ineligible, the notice will state the reasons for the determination and will offer the family the opportunity of an informal review of the decision.

   If the applicant is determined initially eligible but no Dwelling Unit is available, the applicant is to be notified in writing that the application is on the waiting list and when a suitable Unit may become available (insofar as such date can be reasonably determined).

2. A Final Eligibility determination will be completed for all applicants as they near the top of their assigned waiting list, but no later than the date they are offered a suitable housing unit. During this process, the applicant undergoes program eligibility screening (including verification of income, citizenship status and Social Security numbers), a full suitability screening including factors such as: verification of preferences, rental history, and credit and criminal history screening used to determine whether that the applicant would be a suitable resident in one of the Housing Authority's housing developments.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and will update their place on the waiting list.

E. SUSPENSION OF APPLICATIONS

If the number of Families on the waiting list with Local Preferences greatly exceeds the number of Families that the Housing Authority is likely to be able to house within the coming year, the Housing Authority may at any time suspend all or a portion of a waiting list, and temporarily discontinue accepting or processing new applications or adding any new applicants on the waiting list. Any such suspension (and any subsequent reopening of applications) will be publicly announced by the Housing Authority through publication

in a newspaper of general circulation as well as through minority media and other suitable means.

F. APPLICANT CHECK-IN POLICY

While applicants are not required to check-in regularly, to keep the waiting list current, the Housing Authority may occasionally require applicants to indicate their continued interest. Response may be completed electronically or through an alternate method identified by Housing Authority. Those applicants who do not indicate their continued interest as required by KCHA will be removed from all waiting lists without further notice. KCHA will reinstate an applicant without penalty if they submit such request within six (6) months of the date of removal. An applicant maintaining that their failure to indicate continued interest was caused by their disability or circumstances beyond the applicant's control (such as hospitalization, domestic violence, etc.) will be provided with opportunity to explain their circumstances. Where KCHA determines mitigating circumstance support reinstatement, such applicants will be returned to the waiting list(s) without penalty if they submit such a request within twelve (12) months of the date of removal.

Applicants are limited to two (2) requests for reinstatement within a 12-month period. Requests for reinstatement received by an applicant in excess of this amount will be denied.

G. MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of termination of the application.

The Housing Authority will allow the family to reschedule an appointment for good cause. 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. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Applicants who miss appointments may be subject to removal from the waiting list(s). In accordance with Section 5 of this policy, such applicants will be offered the right to an informal review before being removed from the waiting list.

H. APPLICANT NON-RESPONSE TO KCHA REQUEST FOR ADDITIONAL INFORMATION OR OTHER COMMUNICATION

The Housing Authority may occasionally need to contact the applicant in order to obtain additional information or to provide other information regarding the status or processing of their application. Such communication may be completed electronically or through an alternate method (mail, on-line application portal, etc.). Applicants may be required to respond to such communication within a specified time-period. Response may be

completed electronically or as otherwise identified by KCHA. Applicants who do not respond as instructed will be removed from all waiting lists without further notice. KCHA will reinstate an applicant without penalty if they submit such request within six (6) months of the date of removal. An applicant maintaining that their failure to respond was caused by their disability or circumstances beyond the applicant's control (such as hospitalization, domestic violence, etc.) will be provided with an opportunity to explain their circumstances. Where KCHA determines mitigating circumstance support reinstatement, such applicants will be returned to the waiting list(s) without penalty if they submit such a request within twelve (12) months of the date of removal.

Applicants are limited to two (2) requests for reinstatement within a 12-month period. Requests for reinstatement received by an applicant in excess of this amount will be denied.

3: OCCUPANCY STANDARDS

A. DETERMINING BEDROOM SIZE

In determining the proper bedroom size for each Family, the following general principles shall apply:

- ✓ Avoidance of overcrowding;
- ✓ Compliance with applicable federal, state or local requirements.

These general principles result in the following occupancy standards (See Section 3.C for exceptions to these standards, including exceptions for properties that are subject to any Mixed Finance Development cooperation agreement that include a defined "Set-Aside" requirement.)

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	7	10

B. ADDITIONAL CRITERIA FOR DETERMINING BEDROOM SIZE

In addition to meeting the minimum-maximum standards shown above, the following criteria shall also be utilized in determining the proper bedroom size assigned:

1. No more than two (2) persons shall be required to occupy a bedroom.
2. Persons of the opposite sex, other than husband and wife, shall not be required to share a bedroom. Two (2) unrelated, unmarried adult individuals who have indicated a current, regular relationship with each other and who have been determined eligible as a Family, shall be treated the same as husband and wife and assigned to one bedroom.

3. Persons of different generations shall not be required to share a bedroom. As an example, a grandmother shall not be required to share a bedroom with her children or her grandchildren.

4. Children:

   a. Children of the same sex shall share a bedroom.

   b. Children of the opposite sex, with the exception of those under the age of four (4), shall not be required to share a bedroom. At the option of the family, children of the opposite sex past the age of four (4) years may share the same bedroom or living/sleeping room for continued occupancy.

   c. Adults and children will not be required to share a bedroom. For this purpose, adults do not include family members who remain in the household after reaching the age of 18.

   d. Included in determining the bedroom size are the following:

      1) All children anticipated to reside regularly in a dwelling unit. Examples include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult;

      2) Children who are away at school, but who will live with the family during breaks;

      3) Children who are temporarily absent from the home due to placement in foster care;

      4) Foster children

5. Two (2) or more single elderly persons or persons with disabilities residing in the same dwelling unit shall be assigned a unit so that each has a separate bedroom, or so that the bedrooms may be occupied by two (2) persons, at the option of the Family.

6. A live-in aide who is not a member of the family shall not be required to share a bedroom with another unrelated member of the household. A live-in aide's family members may reside in the unit provided doing so:

   a. Does not increase the subsidy by the cost of an additional bedroom; and

   b. The presence of the live-in aide's family does not overcrowd the unit.

7. Dwelling units shall be assigned so as not to require use of the living room for sleeping purposes, with the exception of zero (0) bedroom units.

8. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

9. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be assigned a unit with two or more bedrooms.

C. GRANTING OF EXCEPTIONS TO UNIT SIZE STANDARDS

The criteria and standards prescribed for the determination of any applicant's unit size should apply to the vast majority of families. Unique situations, such as verified medical need, however, may warrant the assignment of a different size of unit than stated in the Authority's occupancy standards. As an example, a family may need an exception to the occupancy standards for a unit that is large enough to accommodate a member of the family or a person associated with that household who has a physical or mental handicap. Such exceptions, however, must be fully documented in the applicant or tenant's file. Specific examples include but are not limited to the following:

1. Requests for units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Housing Authority 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 3 years or until the family size changes, whichever may occur first.

2. Over-housed or Under-housed units. Where it is found that the size of the dwelling unit is no longer suitable for the Family in accordance with these standards, a request for Transfer by the Family shall be considered at the time of the Family's next Annual Update. In such cases, Families who are considered to be over-housed or under-housed will be placed on the transfer waiting list according to the date that they became eligible for the alternate size unit. A family on the transfer waiting list will be required to move to their new unit as soon as administratively possible. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.

3. If there are no families on the waiting list for a larger unit 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 provided at least 30 days advance notice before being required to move.

4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate or as a deconcentration incentive.

5. Alternative minimum or maximum occupancy standard as required for a specific Mixed Finance Development Set-Aside. Where any Mixed-Finance agreement entered into by the Housing Authority (such as that entered into for Greenbridge) requires a minimum or maximum family size in a unit or group or units that differs from the Occupancy Standards outlined in Section 3.A or Section 3.B above, the Housing Authority will adhere to the ("set-aside") requirement of the Mixed Finance agreement.

4: CONDITIONS GOVERNING ELIGIBILITY

A. GENERAL GUIDELINES

1. In determining an applicant's eligibility for admission, the Authority will evaluate all household members to determine their eligibility for the Public Housing program (See 4.B.) as well as their suitability as tenants. The Authority will reject any application where any household member would be reasonably expected to have a detrimental effect on other tenants, the development environment, or Housing Authority employees, or, it is determined that the applicant would be unable to manage their household or comply with or be held accountable for the Lease terms.

2. In making the determination on tenant suitability, the Authority will assure that all tenant selection is objective and reasonable. The Housing Authority will look at past conduct as an indicator of future conduct. The Authority will consider reasonable and objective aspects of the applicant's background including the following general areas (See Sections 4.B. and 4.C):

   a. History of meeting financial obligations, especially rent;

   b. 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;

   c. History of criminal activity by any household member involving drug-related criminal activity, violent criminal activity or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or staff or cause damage to the property (see definitions Section 1);

   d. History of disturbing neighbors or destruction of property;

   e. History of 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 there from; and

   f. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

3. The Authority shall rely on third party sources of information which may include, but not be limited to, Housing Authority records, personal interviews, a minimum of one (1) years' prior Landlord References, social workers, parole officers, criminal and court records, clinics, physicians, police departments, employers, etc.

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

    1. A credit check of the head, spouses and co-head;

    2. A rental history check of all adult family members;

    3. A criminal background check conducted on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

    4. A check of the United States Department of Justice National Sex Offender Public Website (NSOPW) for each adult household member, including live-in aides. No individual subject to "life-time" registry with this program will be admitted to KCHA's programs. If an applicant household contains such a member, the family will be given the option to remove the member from the household in order to gain admission to housing. If they choose not to remove the member, they will be denied admission. See Section 4.A.2.c and Section 4.C for additional information regarding eligibility of other individuals required to register under this program/website.

    The Housing Authority will access its own resources for obtaining credit and criminal history checks and verifying information provided at no cost to the applicant household. As such, the Housing Authority will not accept "comprehensive reusable tenant screening reports" prepared by a consumer reporting agency at the direction of the prospective tenant/household for use in the screening process.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. Upon receipt of any unfavorable information, an applicant will receive written notice form the Housing Authority informing them of their right to discuss this information and provide any mitigating circumstances prior to a final decision being made on their eligibility.

6. The same standards of tenant suitability that the Housing Authority uses for applicants shall be used in evaluating a person who is joining a Family already in

occupancy, including a request to add a live-in aide to the dwelling unit. The person must meet the Authority's standards prior to being added to the household.

7. In deciding whether to admit applicants who are borderline, the Housing Authority will recognize that for every marginal applicant it admits, it is denying the opportunity of housing to another applicant who clearly meets the Authority's standards.

B. ELIGIBILITY CRITERIA

There are to be eligible for admission to public housing projects operated by this Authority only those applicants:

1. Who, at the time of application, qualify as a Family as defined in Section 1 of this policy;

   a. An applicant family, will not be put on the waiting list as an *Elderly Family* before the head, spouse or sole member has reached age 62.

   b. Applicants shall not be placed on the waiting list where the Head of the Household has not yet reached the age of 18 unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State regulations *(RCW 13.64.)*.

   A *Single Person* who does not qualify as elderly, disabled or near-elderly is not considered a Family and is not eligible for admission to KCHA's general public housing projects. (see Section 1). However, such individuals may be considered eligible for assistance and be placed on the waiting list for any specific targeted "set-aside" program established by the Housing Authority (such as programs to assist Chronically Homeless individuals or youth transitioning out of foster care) for which they qualify.

   For purposes of properties that are owned and/or administered by the Housing Authority in conjunction with the Low Income Housing Tax Credit (LIHTC) program, a Family that consists solely of Full-time students (as defined by the LIHTC program) will not be eligible for housing assistance.

2. Whose Annual Income, at the time of application and admission, does not exceed the Low-Income limits set by HUD (cannot exceed 80% of the median income for the area). (See Exhibit E)

   a. The Low-Income Limit applies only at application and admission and is not applicable for continued occupancy. See Section 11.L for information regarding income restrictions that apply to current public housing occupants.

b. An applicant who initially qualifies but whose income subsequently increases beyond the income limits prior to housing shall be denied admission.

c. The income limit restrictions do not apply to a family who needs or wants to transfer to another dwelling unit within the Authority's public housing program. However, a family may not be admitted to the Public Housing program from another assisted program, or from another Housing Authority without meeting the income limit restrictions applicable to this Housing Authority. Also, a family may not transfer into a Public Housing unit administered by the Housing Authority as part of a Mixed Finance Development partnership from another Public Housing unit without meeting the income restrictions applicable to the site.

3. Whose family members qualify as Citizens, Nationals, or as Noncitizens who have eligible immigration status (as defined in Section 1) (Also: See Exhibit G.VII for verification requirements and Exhibit K for information regarding calculation of assistance following immigration verification).

   a. A family that consists of a single individual who does not contend to have U.S. citizenship or eligible immigration status (See Section 1) **is not eligible.**

   b. A family that includes (2) or more individuals must include at least one household member who is a U.S. citizen or has eligible immigration status. The HA may not make assistance available to a family applying for assistance until at least the eligibility of one family member has been established by the submission of the required documentation (and then assistance must be prorated based on the number of individuals in the family for whom the required verification has been submitted.)

   c. Once verification has been properly submitted, no family shall have their assistance delayed, denied, or reduced because of delays in verifying this information on the part of the INS.

4. Who disclose and submit required documentation to verify the assigned Social Security Number for each Family Member.

   a. A family is required to disclose and submit proper SSN documentation for each household member. However, the HA may not deny assistance to a Mixed Family (see Section 1) due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.

5. Whose family size is such that, according to the Authority's occupancy standards (See Section 3), an appropriate size dwelling unit is available;

6. Who sign the required consent forms:

   a. In order to be eligible, each member of the family who is at least 18 years of

age, and each family head and spouse regardless of age, shall sign one or more consent forms.

b. The consent form must contain, at a minimum, the following:

1) A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

2) A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

3) A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

4) A statement that the authorization to release the information requested by the consent form expires 40 months after the date the consent form is signed.

C. GROUNDS FOR DENIAL OF APPLICATION (SCREENING FOR SUITABILITY)

In addition to the eligibility criteria, the Housing Authority is not required or obligated to house applicants who:

1. Have engaged in abusive, violent or threatening behavior directed toward a Housing Authority staff member. Applicants who have a history of such behavior will be denied application to the Authority's housing programs for a minimum period of ten (10) years.

2. Have, within the previous year, previously had their application for public housing denied due to failure to meet the suitability criteria. Applicants who have failed to meet these suitability criteria will be considered ineligible to reapply for housing assistance for one year from the date the previous application was denied.

3. Have failed to provide, within the necessary time limits, the required verification to determine their eligibility and income/rent (including required Social Security Verification for all household members as detailed in Section IV.B.4;

4. Currently owe rent or other amounts to the Housing Authority or to another Housing Authority in connection with public housing or Section 8 programs;

5. Have a history of not meeting financial obligations, especially rent

6. Lack the ability (with assistance) to maintain their housing in a decent, and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.

7. Have committed fraud or bribery in connection with any Federal housing assistance program, including the intentional misrepresentation of information relating to their housing benefits.

8. Have misrepresented any material fact during the application process. If the Authority determines after an applicant has been housed that such misrepresentation has occurred, the Housing Authority will terminate the Family's Lease and, if applicable, charge retroactive rent.

9. Whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for the Authority to deny eligibility:

    a. A record of non-payment of rightful obligations, including rent and utilities;

    b. A record of disturbance of neighbors or destroying property;

    c. A record of poor living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants;

    d. A determination by the Housing Authority that the use of alcohol or drugs by an applicant would likely result in conduct that would adversely affect the project environment.

10. Have a history of conviction for criminal activity by any Family Member which would be judged by the Housing Authority to have an adverse effect on the health, safety, or welfare of Housing Authority residents or employees, or the physical environment or financial stability of the development. For example, a history involving **drug-related criminal activity**, **violent criminal activity** or **other criminal activity** (as defined in Section 1) will be considered cause for denial of housing assistance. The following is a list of how convictions for criminal activity will impact the Housing Authority's determination of applicant eligibility

    a. A Family Member who is bound to "lifetime registration" under any State Sex Offender registration program **is DENIED for LIFE from occupancy in any assisted housing development.**

b. A family member who has ever been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing development or in a Section 8 assisted property. **These individuals are DENIED for LIFE from occupancy in any assisted housing development.**

While the above list is not all-inclusive, it provides insight to the type of convictions considered to have a direct adverse impact upon Housing Authority residents, units and communities. However, while a review of criminal history is an important tool in determining an individual's eligibility/suitability for program participation, a record of conviction may not automatically exclude an applicant from consideration. Except where federal regulations have imposed "life-time denials" of program eligibility (see above), prior to a final determination of program eligibility/suitability the Housing Authority will provide applicants an opportunity to present mitigating information that when taken into consideration may result in a determination that the applicant could be considered for tenancy.

11. Who have been evicted from public housing, Indian housing, Section 23, or any Section 8 housing program because of drug-related criminal activity involving the personal use or possession for personal use within the previous three (3) years period. Persons evicted from any of the listed federal housing programs are ineligible for admission to the Public Housing program for a period of three years, beginning on the date of such eviction.

    a. The Housing Authority may waive this requirement if:

        - ✓ the person demonstrates successful completion of a rehabilitation program approved by the Housing Authority, or;
        - ✓ The circumstances leading to the eviction no longer exist. For example, the individual involved in drug-related criminal activity no longer resides in the household because the person is incarcerated.

12. Were evicted from assisted housing within five 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;

13. Have been illegally using a controlled substance, or, have given the Housing Authority reasonable cause to believe that their **pattern** of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

a. The Housing Authority may waive this provision if the applicant demonstrates to the satisfaction of the Housing Authority that he/she no longer engages in the illegal use of a controlled substance and

- ✓ has successfully completed a supervised drug rehabilitation program;
- ✓ has otherwise been rehabilitated successfully; or,
- ✓ is participating in a supervised drug rehabilitation program.

14. Have given the Housing Authority reasonable cause to believe that the applicant abuses alcohol, or has a pattern of alcohol abuse, which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

    a. The Housing Authority may waive this provision if the applicant demonstrates to the satisfaction of the Housing Authority that he/she no longer engages in the abuse of alcohol and;

        - ✓ has successfully completed a supervised alcohol treatment program;
        - ✓ has otherwise been rehabilitated successfully; or,
        - ✓ is participating in a supervised alcohol rehabilitation program.

15. Have a Household Member who has ever been evicted from public housing or terminated under the Section 8 Certificate/Voucher Program.

5: DENIAL OF APPLICATION/ INFORMAL REVIEW

A. APPLICANT REMOVAL FROM WAITING LIST

Any applicant household whose name is subject to removal from the waiting list (due to failure to meet Housing Authority eligibility and/or suitability standards) will be notified by the Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

a. If the applicant provides information to support a claim of mitigating circumstances, the Housing Authority will review the application and notify the applicant in writing of its determination regarding program eligibility and/or suitability.

B. INFORMAL REVIEW

If the Housing Authority determines than an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial (See Exhibit R). The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, 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 the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

C. FAMILIES DENIED ASSISTANCE AS A RESULT OF THEIR IMMIGRATION STATUS

Families denied assistance as a result of their immigration status will be informed of their right to request an appeal of the results of the INS verification to the INS or request an Informal Hearing with the Housing Authority (in lieu/upon completion of the INS appeal). The notice will also inform the applicant:

1. Of the reason for the denial;

2. That they may be eligible for proration of assistance based on the number of family members with "eligible immigration status".

3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or Housing Authority.

4. That assistance may not be delayed, denied or reduced until the conclusion of the INS appeal process, but, that assistance may be delayed while awaiting the outcome of the Housing Authority's Informal Hearing process.

D. REASONABLE ACCOMODATION

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list(s) without impact to the date and time of their application.

6: TENANT SELECTION AND ASSIGNMENT PLAN

The Authority has established two (2) separate categories from which eligible applicants will be selected for housing assistance: a Site-based waiting list and a separate Special Program Set-Aside program waiting list. Applicants will be placed on the waiting list of choice and sorted according to their assigned bedroom size, any claimed local preference (if applicable) and date and time of application. [See Section 6.D (below) regarding exceptions to these general selection standards for specific targeted housing programs established by the Housing Authority.]

When a unit becomes available for occupancy, the Authority will rotate Tenant Selection between the Site-based and Special Program Set-Aside waiting lists using a ratio of 1:1, to select an eligible household to fill the vacant unit.

While the Housing Authority will make a reasonable effort to fill vacant units according to the rotating schedule above, units will not be held vacant to accommodate the Tenant Selection System. In the event that no eligible applicant on a particular waiting list is available to accept a vacant unit, the Authority will move in the rotation to the next category in order to fill the unit with an eligible applicant.

A. ORDER OF SELECTION – LOCAL PREFERENCES

Unless special circumstances exist, as outlined in this section, applications will be selected from their respective waiting lists in order of priority and date and time of application. Families on the site-based waiting lists who have demonstrated an urgent housing need, as defined below, will qualify for a local preference and will be offered housing assistance ahead of those applicants with no qualifying preference.

The HA will use generally accepted data sources in establishing local preferences consistent with 24 CFR 960.206. Any change in the HA local preferences will be made in accordance with the provisions of the MTW agreement and the annual plan, as applicable.

Qualified categories of urgent housing need, as established by the authority include:

1. **Extremely Low-Income Household[11].** Applicants whose total household income is equal to or less than the higher of the Federal Poverty level or 30% of the Area Median Income for their household size.

[11] Implemented MTW – FY 2005

2. **Involuntarily Displaced Household**. An applicant is or will be considered involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

   - ❑ Displacement by disaster;
   - ❑ Displacement by government action;
   - ❑ Displacement by action of a housing owner;
   - ❑ Displacement by domestic violence (domestic violence is defined as actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household);
   - ❑ Displacement to avoid reprisals;
   - ❑ Displacement by hate crimes (hate crimes are actual or threatened physical violence of intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion , sex, national origin, handicap, or familial status);
   - ❑ Displacement by inaccessibility of unit;
   - ❑ Displacement because of HUD disposition of a multifamily project.

3. **Family living in Substandard Housing**. A family is living in substandard housing if they are living in housing that:

   - ❑ Is dilapidated;
   - ❑ Does not have operable indoor plumbing;
   - ❑ Does not have a usable flush toilet inside the unit for the exclusive use of the family;
   - ❑ Does not have electricity, or has inadequate or unsafe electrical service;
   - ❑ Does not have a safe or adequate source of heat;
   - ❑ Should, but does not, have a kitchen;
   - ❑ Has been declared unfit for habitation by an agency or unit of government

4. **Rent Burdened Household.** A Rent Burdened Household is a family who is currently, and for a minimum of (at least) the last 90 days, has been paying more than 50% of total family income for rent and utilities.

- ❑ Individuals and families who choose to pay a rent in excess of the established FMR for their bedroom size will not qualify as rent burdened.

5. **Residents displaced due to KCHA Redevelopment.** Families who have been displaced from a development as a result of HOPE VI demolition or other KCHA sponsored redevelopment activities ONLY– this is intended to allow families who have indicated a desire to move back to the redeveloped site a priority to do so.

   During initial re-occupancy of the site, qualified displaced residents may be selected from the waiting list and housed ahead of other applicants as follows:

   - ❑ HOPE VI returnees displaced from Park Lake Homes I will be offered a unit based on their number established through a lottery system, rather than the date of application.

   - ❑ Residents displaced as a result of other KCHA sponsored redevelopment activities may be offered a unit in accordance with the criteria outlined in the relocation plan established for the specific site.

   All applicants will be allowed to initially qualify for a local preference by claiming it on the Housing Authority's preference certification form. Prior to actually being offered housing, all applicants will be required to document that a claimed local preference still exists (see Exhibit G for specific verification requirements). KCHA will waive this requirement for households who are participants in the Rapid Rehousing program (RRP) or any similar short-term *(lasting 12 months or less)* subsidy program. Such applicants will be eligible to retain their initially claimed local preference during program participation.

   Unless waived as noted above, applicants who are unable to document qualification of a local preference when asked to do so, will be considered to have "no preference".

   Applicants who do not qualify for a local preference as outlined above, may be considered otherwise eligible for housing assistance, but receive assistance only after applicants who document qualification for a local preference.

   Notwithstanding the above, applicants who are elderly, disabled, or displaced will be offered housing before other single persons (see 6.C.5).

B. EXECUTIVE DISCRETION WAIVER

Applicants receiving a written waiver of the waiting list by the housing authority's executive director for urgent housing needs not meeting other preferences may receive housing assistance ahead of other applicants on the waiting list. Documentation of the reasons for such waiver will be included in the applicant's file

C. SPECIAL PROGRAM SET-ASIDE

The Housing Authority will administer a separate waiting list of applicants referred under any of the following Special Program Set-Asides established by KCHA:

- Sound Families transitional housing partnership between the King County Housing Authority and the Gates Foundation.
- Passage Point Conditional Housing program.

Applicants will be placed on the Special Programs Set-Aside waiting list according to bedroom size and date/time of graduation from the targeted housing program. Selection of families qualifying for housing assistance will be in rotation with the Housing Authority's Site-based Waiting lists as outlined in Section 6. In addition, the following rules will apply in determining eligibility and tenant selection under this category:

- Applicants who have applied to the Housing Authority through Special Program Set-Aside may not simultaneously have an active application on the Authority's Site-based Waiting lists.
- Applicants qualifying for housing assistance under this set-aside program must complete requirements for graduation, as designated by the applicable KCHA Agency Partner, prior to being offered a public housing unit.

D. TARGETED, MIXED FINANCE AND REDEVELOPED PUBLIC HOUSING DEVELOPMENTS

Where the Housing Authority has combined the use of Public Housing or other federal housing subsidy funds with other government funding (direct or through provision of support services) or redevelops a site using the Low Income Housing Tax Credit (LIHTC) program, selection of applicants from the waiting list will be made in compliance with the partnership and/or cooperation agreements entered into by the Housing Authority for the operation of the development. Specific properties affected by such an agreement and their stipulations include, but are not limited to:

- **Bellevue 8 Single Family Homes**: Combines the use of Project-based Voucher funding with funding from King County's Housing Opportunity Fund (HOF) program. Priority for this development is given to families who qualify as Homeless, as outlined under the Bellevue Homeless Families Scattered Site program requirements (See Exhibit X).

- **Greenbridge**: Combines the use of Public Housing, Project-Based Vouchers and funding through the LIHTC program to create a mixed-income neighborhood of new low-income and workforce housing together with affordable and market rate for-sale homes. Priority for individual developments within the Greenbridge community will be provided as outlined in the partnership agreements and LIHTC program requirements.

- **Birch Creek:** Replaces Public Housing subsidy with Project-Based Section 8 subsidy and combines the use of LIHTC program funding to support redevelopment of the former Springwood Apartments.

- **Pacific Court**: Acquired with financial assistance provided through King County, the development combines the use of Public Housing Operating Subsidy with on-site intensive support services funded through the County's Department of Community and Human Services and the Mental Health and Chemical Abuse and Dependency Services Division (DCHS/MHCADSD) to establish a Permanent Supportive Public Housing program for individuals who are formerly homeless or are at-risk of homelessness. The development is operated in conjunction with the Memorandum of Agreement between DCHS/MHCADSD, Sound Behavioral Health (Sound) and the Housing Authority. Occupancy of the site is limited to applicants who are screened, determined eligible and referred for occupancy by Sound as a suitable unit assignment becomes available, in accordance with the Memorandum of Agreement between participating agencies.

- **Brookside**: Combines the use of federal housing subsidy with on-site support services provided by Sound Behavioral Health (Sound). The development is operated in conjunction with the Services Agreement between Sound and the Housing Authority. Occupancy of available units is prioritized for applicants who are who are screened, determined eligible and referred for occupancy by Sound, in accordance with the agreement between Sound and KCHA.

In addition, applicants who qualify for specific set-asides, such as Disabled households and those meeting the definition of large households (as defined in development and program partnership/cooperation agreements) will be given priority for available units to the extent necessary to meet the set-aside requirements.

E. BUILDINGS DESIGNED FOR THE ELDERLY AND DISABLED ("MIXED POPULATION BUILDINGS")

KCHA's HUD-approved Designation Plan (Exhibit F of this ACOP), establishes a preferences, establishes a preference for designated "mixed population buildings". As detailed, occupancy within each building will be reserved for elderly and near-elderly disabled households and 22% for disabled applicants. If there are no elderly

or disabled applicants on the waiting list, preference will then be given to "near-elderly" applicants as defined in Section 1. If there are no "near-elderly" families on the waiting list, units will be offered to applicants who qualify for the appropriate bedroom size.

F. ACCESSIBLE UNITS

Accessible units will be first offered to current tenants who have documented a need to transfer into an accessible unit. If there are no current tenants with this need, units will be offered within the local preferences to applicants who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants must, however, sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring a unit with an accessible feature applies. Any family required to transfer will be provided at least 30 days advance notice before being required to move. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.

G. NON-SMOKING AND SMOKE FREE BUILDINGS

The Housing Authority may designate certain buildings as Non-Smoking or Smoke Free. Residents, other household members, visitors and guests are not allowed to smoke within the common areas and hallways of these buildings, inside dwelling units, or, within any designated buffer zones surrounding the building exterior of sites designated as Non-smoking or Smoke Free. Resident failure to adhere to non-smoking and smoke free restrictions established by the Housing Authority, or to ensure their household members, visitors and guests abide by the policy will be considered a violation of the Dwelling Lease and could be cause for termination of tenancy.

H. INCOME TARGETING REQUIREMENTS

Federal Law requires that at least 40% of newly admitted families in any fiscal year be families who qualify as Extremely Low-Income households (see definitions Section 1 and Exhibit E). To insure this requirement is met, the Housing Authority will quarterly monitor the incomes of newly admitted families and the incomes of

the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

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

I. INCOME MIXING/DECONCENTRATION OF POVERTY IN FAMILY DEVELOPMENTS

Federal law requires the Housing Authority to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income family developments and lower income families into higher income family developments. Toward this end, the Housing Authority will "skip" families on the waiting list to reach other families with a lower or higher income. The Housing Authority will accomplish this in a uniform and non-discriminating manner.

The Housing Authority will affirmatively market its housing to all eligible income groups. Lower income applicants will not be steered toward lower income developments and higher income applicants will not be steered toward high-income developments.

Where necessary in order to comply with deconcentration regulations, the Housing Authority may offer 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.

Prior to the beginning of each fiscal year, the Housing Authority will analyze the income levels of families residing in its family developments in order to determine whether special marketing strategies or deconcentration incentives need to be implemented.

J. DENIAL OF LOCAL PREFERENCE

An applicant will be denied qualification for a local preference if the applicant is unable to adequately document their qualification for the claimed preference at the time of being offered housing assistance. If such verification cannot be provided, the applicant will be returned to the waiting list based on their original date/time of their application as an applicant who holds no qualified preference.

An applicant denied a preference will receive a prompt written notice giving a brief statement of the reasons for the denial and be given an opportunity to meet with

the Area Housing Manager of the appropriate office to review the denial. This review will be limited only to the issue of whether the applicant meets the criteria for receiving a preference.

K. OFFER AND REJECTION OF UNIT

When the Housing Authority determines that a suitable unit has become available, the Housing Authority will offer the unit to the applicant at the top of the Site-based, or Special Program Set-Aside waiting list according to the rotation schedule and selection criteria outlined in Section 6 above. The Housing Authority may contact an applicant by phone, mail, email or other electronic means to inform them of an available unit – including the location and anticipated day of availability. An applicant who does not respond to a unit offer will be removed from all waiting lists to which they have applied in accordance with Section 2.H of this policy.

In order to keep the waiting list active, the following policies will apply with respect to an applicant's acceptance or refusal of a unit offer:

(1) Upon acceptance of a unit offer, an applicant will be removed from all site-based waiting lists to which they had also applied.

(2) If in making the offer to the family, the Housing Authority skipped over other families on the waiting list in order to meet its deconcentration goal or offered the applicant any other deconcentration incentive and the applicant **rejects** the unit, the applicant will not lose their place on the waiting list and will not be otherwise penalized.

(3) If the Housing Authority did not skip over other families on the waiting list to reach this applicant, did not offer any other deconcentration incentive and the applicant **rejects** an offered unit two (2) times without good cause, the applicant will be dropped (cancelled) from all waiting lists to which they have applied.

(4) If the family, **rejects** the unit with documented good cause (as defined below), will not lose their place on the waiting list.

L. GOOD CAUSE

For purposes of determining whether an applicant's refusal of an offered apartment will affect the placement on the waiting list, **Good Cause** includes the following:

1. Reasons related to health, proximity to work, school and childcare (for those working or going to school); or,

2. Documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury.); or,

3. Refusal (turndown) of a zero-bedroom apartment (alcove unit) by a household that includes more than a single (one) individual.

4. Refusal by an applicant who has turned down an offered unit in order to continue participating in the transitional housing program from which they have not yet graduated.

5. Refusal by a mixed family who has turned down an offered unit and who is one of the initially qualified residents involved in the Public Housing to Project-based Section 8 subsidy conversion process for 509 of KCHA's Public Housing units.

Where it is determined that an applicant's basis for refusal of an offered apartment does not meet established **Good Cause** criteria, the applicant will be offered the right to an informal review of the decision to cancel their application for housing assistance.

M. RECORD KEEPING OF UNIT OFFER

The Housing Authority shall maintain records concerning the offer of dwelling units which shows the location and size of each unit offered; the name, family size, race/ethnicity and preference ranking of the applicant to whom the offer is made; the date of acceptance or rejection of the offer; and the reason(s) for the rejection of the offer and the action taken by the Authority with respect to the rejection.

N. COMPLIANCE AND MONITORING

The Housing Authority it committed to a policy that ensures full compliance with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

In the administration of its waiting lists, the Housing Authority shall provide:

1. Full disclosure to applicants regarding the Site-based waiting list system and selection of the development in which to reside, including basic information about the available sites and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different types at each site.

2. For review and monitoring waiting lists, including the site-based waiting lists policy to determine if it is consistent with civil rights laws and certifications in a

manner consistent with, but in lieu of the specific requirements of 24 CFR Part 903.

7: LEASING OF DWELLING UNITS

A Dwelling Lease is to be entered into between the Housing Authority and each of its tenant families. The public housing Dwelling Lease shall be in the form shown in Exhibit J to this policy shall be kept current at all times, and is to reflect the Tenant Rent being charged and the conditions governing occupancy. Non-public housing over-income families who remain in occupancy under the option to pay the alternative non-public housing rent shall be required to enter into a separate non-public housing dwelling lease as described in Section 11.L of this policy. Required terms and conditions of the non-public housing dwelling lease are described 24 CFR Part 960.509 and may differ from the standard public housing lease.

A. EXECUTION OF DWELLING LEASE

1. The Head of Household and Spouse, if any, are required to execute a Dwelling Lease in duplicate prior to actual admission. The copy shall be given to the tenant and the original shall be filed in the permanent record folder established for the Family. The Tenant shall also be provided with a copy of the Grievance Procedure and a Request for Reasonable Accommodation form.

2. If, through any cause, the signer of the Dwelling Lease ceases to be the Head of Household, the lease is to be voided and a new Dwelling Lease executed and signed by the new Head of Household of the Family, provided the Family is eligible for continued occupancy.

3. If a tenant Family transfers to a different dwelling in the same or another public housing development operated by the Housing Authority, the existing lease is to be canceled and a new lease executed by the Head of Household and the Housing Authority for the dwelling into which the Family is to move.

4. If, at any time during the tenant's occupancy of the dwelling, any change in the tenant's income, composition, or Family size results in a change in the Tenant Rent shown on the Dwelling Lease, the tenant shall be required to sign a new Dwelling Lease, or Rider to the Dwelling Lease, showing the revised Tenant Rent. Tenant shall also be required to sign a new Dwelling Lease, or Rider to the Dwelling Lease, in the event of a change in Tenant Rent due to a change in the Utility Allowance applicable to tenant's unit, or change in Federal law concerning calculation of Tenant Rent. All copies of leases are to be dated and signed by the Head of Household of the tenant's Family and the authorized Housing Authority staff member.

5. If the Housing Authority desires to change, amend, or waive any provision of the lease with respect to any particular tenant, an appropriate rider is to be prepared and made a part of the existing lease, and future leases, so long as the

rider applies to the particular tenant. All copies of riders are to be dated and signed by the Head of Household of the tenant's Family and the authorized Housing Authority staff member

6. In the event two (2) or more single elderly persons or persons with disabilities reside in the same dwelling unit (See Section 1), a separate Dwelling Lease may be executed with each individual.

B. USE OF THE DWELLING UNIT

The Tenant will use the dwelling unit exclusively as a private dwelling and only residence by the Tenant and family, composed exclusively of the household members listed on the Dwelling Lease (or the household members listed on the applicable Rider to the Dwelling Lease). Requests for additions to the household members, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by the Housing Authority. Approval for residency of live-in attendants and foster children will not be unreasonably withheld by the Housing Authority.

Use of the premises for operation of a Housing Authority approved resident operated in-home childcare center (which is incidental to the primary use of the unit for residence by members of the family), may be approved by the Housing Authority in accordance with the HA's Childcare Implementation Plan (See Exhibit N).

C. TERM OF THE LEASE

Each lease entered into under the Public Housing program shall have a term of 12 months. Except as indicated in Section 7.C.1 below, the 12 month term shall begin on the 1st day of the month following the date of initial right of occupancy by the Tenant and shall be renewable in accordance with the terms outlined therein.

1. For Public Housing units operating under a mixed finance development agreement, as necessary to ensure program compliance of the alternate funding source (i.e. compliance under the LIHTC program), the initial 12 month term shall begin on the 1st day of the month in which the tenant has the right to occupy the unit and shall be renewable in accordance with the terms outlined therein[12].

[12] Approved MTW – FY 2008

8: VERIFICATION AND DOCUMENTATION OF DATA APPLICATIONS/HOUSINGS/AND RECERTIFICATIONS

A. GENERAL GUIDELINES

In order to carry out the Housing Authority's responsibility to assure that income information provided is complete and accurate and to verify that eligibility, preference, admission, and benefit level determinations have been made properly, all factors affecting eligibility and tenant payment must be verified. This requirement is a condition of admission to, or continued occupancy of, any assisted housing unit. Failure to provide the required verification within the stated time limits will be considered sufficient grounds for canceling an application or termination of a Family's Lease. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

HUD's Enterprise Income Verification (EIV) system will be used when possible to verify tenant income reported in connection with recertification and interim reviews completed as outlined in this ACOP. Whenever there is a substantial difference between the tenant-provided information and the information obtained using EIV ($200 per month, $2400 annually), or when EIV information is not available or is disputed, third party or other verification, including other databases that maintain income information in computerized form will be obtained as described below and in Exhibit G.

EIV will not be used at the time of initial housing or to determine applicant eligibility. EIV will be checked within 120 days of resident's move-in date to verify income information. A copy of this report will be placed in the resident file. For these purposes third party (independent) verification will be used to validate reported information since it provides the most reliable data. The third party must be able to properly verify the statements of the Family. Third party written verification will normally be required, and other forms of third party verification utilized only if the Family's file clearly indicates that third party written verification was impossible to obtain.

To facilitate the obtaining of verification of information as may be deemed necessary by the Authority, the Head of Household and any other member of the Family over the age of 18 will be required to sign a Release of information ("Authorization") form at the time of application, selection for housing, and each Recertification. Refusal to sign the "Authorization" form will be sufficient cause to declare an applicant ineligible or terminate the assistance of a Tenant.

In situations where an applicant or Tenant reports income that appears to be less than adequate for the Family's needs, or if the Family appears to be eligible for income that is not reported (i.e., public assistance; unemployment compensation; child support; etc.), the absence of such income must be verified by the family.

All verifications will be placed in the Family's file unless disposed of in accordance with the HA's approved disposition of records policy. (See Exhibit S for more information).

B. EFFECTIVE TERM OF VERIFICATIONS[13]

For initial housings, recertifications and interim recalculations, all verifications will be considered valid if dated by the third party no later than 180 days prior to the effective date of the action – unless a change in income and/or other information is reported or believed to have occurred within the 180 day period. Re-verification of factors reported or believed to have changed within the 180 day period will be obtained prior to the effective date of the action. (Note: Exceptions to the 180-day period may be made by KCHA as noted in Section 8.D below.)

When completing an interim review, only factors reported to have changed since the last review must be re-verified and updated. Reverification of factors that have not been reported to have changed is not required, even if the documentation is more than 180 days old.

Notwithstanding the above, where the Housing Authority has combined the use of Public Housing funds with funding from other providers (i.e. funding under the Low Income Housing Tax Credit program), documentation of data required as part of any Initial or Annual Certification review will be made in compliance with the program rules and regulations found to be most stringent when the review is completed.

C. METHODS OF VERIFICATION -- IN ORDER OF ACCEPTABILITY

1. Up-Front Income Verification through EIV or other sources.

   EIV will be used to verify and/or validate income amounts reported by the tenant. EIV will be checked within 120 days of a resident's move-in date to verify income information. A copy of this report will be placed in the resident file. Unreported income revealed by EIV or any discrepancy of $200 or more per month ($2400 per year) must be verified using the hierarchy listed below. If a tenant disputes an amount obtained through EIV, they have the right to meet

[13] Approved MTW – FY 2008

with the HA to discuss the information. However, Federal regulations prohibit the disclosure of EIV data to any third party. Only the individual for whom the record pertains may view the data, except in the case of a minor for whom the parent or guardian may view the data. If a meeting is requested, the HA must obtain documentation of the data using the hierarchy below of the disputed amount prior to the meeting rather than using the information obtained through EIV.

2. Third Party Written

   Third party written verifications (transmitted through the mail) must be used unless the file clearly documents why this was impossible and one of the other methods of verification is used.

3. Third Party Oral

   Third party oral verification (properly documented direct contact with a reliable source) can be by phone or in person by staff. Proper documentation includes: date/time of contact; name and source of the information; staff name; and concise summary of the information.

4. Review of Documents

   When third party verification cannot be obtained, documents supporting the applicant's/participant's statements may be reviewed and/or photocopied, except where prohibited by law (i.e., government checks), and the staff member reviewing the documents must prepare a summary of the appropriate facts of such documents and sign and date the form if a photo copy cannot be obtained.

5. Notarized Statement or Signed Affidavit

   A notarized statement or signed affidavit is the least acceptable form of verification and can only be used if the file is clearly documented as to why other source(s) were not available. This form of verification cannot be used for the convenience of the applicant/tenant nor in a situation where an applicant/tenant claims to be unable to remember necessary information.

D. EXCEPTIONS TO VERIFICATION PROCEDURES[14]

1. Program Transfers

[14] Approved MTW – FY 2008

For transfers completed under KCHA's MTW-approved Transfer Policy involving a move to/from a Public Housing or Project-based unit, KCHA may use income verification from the most recent recertification (interim, update, or full) provided the review no more than 12 months old. In such cases, the household's next scheduled review date will be reset to coordinate with the "move-in" date registered for the new program/unit and the client will undergo a FULL recertification at the end of the initial 12-month cycle.

E. SPECIFIC FORMS OF VERIFICATION

For more specific guidelines on verification requirements for income/assets/family composition/preferences/Social Security Numbers/ Immigration status/etc., (See Exhibit G).

9: DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

A. GENERAL INFORMATION

Calculation of each household's Total Tenant Payment and Tenant Rent will vary depending upon whether the family qualifies as an EASY Rent household or a WIN Rent household. Information regarding the calculation of Total Tenant Payment and Tenant Rent under the EASY Rent and WIN Rent programs is outlined below and further detailed throughout this ACOP. See Section 11.L regarding additional rent recertification requirements applicable to over-Income and non-public housing over-income households.

B. EASY RENT PROGRAM POLICIES[15]

As defined, an EASY Rent household includes any resident living in one of KCHA's Public Housing Mixed Population Hi-rise buildings, or any other family in which (1) All adults in the household (excluding live-in attendants) are Elderly or Disabled (as defined); **and** (2) have no source of income, **or**, at least 90% of total household income is derived from a fixed income source including Social Security, SSI, Government and/or Private Pensions and GAU and/or Disability Lifeline (a DSHS general assistance grant). An EASY Rent Household includes a household in which a dependent minor has turned eighteen (18) years of age in between the established (3 year) recertification period.

EASY Rent Households may also be referred to as a "fixed income" household in this ACOP as their income is typically from a fixed source such as Social Security or SSI. Under the EASY Rent program, Total Tenant Payment and Tenant Rent will be calculated as follows:

1. A household's **Total Tenant Payment (TTP) is set at 30.7% of adjusted monthly income** (as defined in Section 1).

    a. EASY Rent Households with medical and/or handicapped assistance expenses of $2,500 or more may be eligible to receive a Medical Deduction as defined in this ACOP. (See Section 1 and Exhibit C for additional information.)

2. A household's monthly **Tenant Rent** is equal to the calculated TTP, less the assigned Energy Assistance Supplement established by the Housing Authority for the assigned unit – subject to any Minimum Rent (as defined – See B.3 below).

[15] Approved MTW – Initial approval FY 2008; modifications approved FY 2010 and FY 2025

a. Energy Assistance Supplement tables approved by KCHA are listed in Exhibit T of this ACOP

3. **Minimum Rent:** When the TTP calculated for a household is **less than** the Energy Assistance Supplement (EAS), the family will be provided with an Energy Supplement Reimbursement for the difference between the EAS and calculated TTP. However, the household may remain at the resulting Credit Rent for a limited period of six (6) months. After this six (6) month period, if the family's calculated TTP remains below the established EAS, the Tenant Rent will be adjusted to a **Minimum Rent of $0**. Removal of the Credit Rent in this manner will not require completion of an Interim Review. However, the file will be documented to reflect the monthly rent has been reset to the Minimum Rent due to the expiration of the approved 6-month term.

   A family may be eligible to apply for additional relief from the $0 minimum rent under the established Hardship Policy (see below).

4. **Hardship Review**: A family may request and be determined eligible for relief from the calculated Tenant Rent when documentation shows the family meets the criteria outlined under KCHA's established Hardship policy. (See Section 9.D below).

5. **Recertification and Cost of Living Adjustment (COLA):** Unless otherwise specified in Section 10 of this ACOP, EASY Rent Households will be required to undergo a recertification at least once every three (3) years.

   a. In intervening years, income and rent will be automatically adjusted to reflect (COLA) increases applied to Social Security and SSI income received by the household.

   b. To the extent necessary to meet mixed finance agreements entered into for certain public housing developments, residents will remain subject to existing annual certification requirements applicable to overlaying programs, such as those of the Low Income Housing Tax Credit (LIHTC) program. However, these certifications will be conducted to determine the residents continued eligibility for program participation only. Actual tenant rent will be calculated according to the criteria established herein. (See Section 10 of this ACOP for additional information.)

C. WIN RENT PROGRAM POLICIES[16]

A household who does not qualify as an EASY Rent Household will be placed under KCHA's WIN Rent program. Typically, WIN Rent Households include at least one adult family member (over age 18) who is currently working or considered "work-able". The

[16] Approved MTW FY 2010 – Updated Income Bands approved FY 2025

WIN Rent program provides residents who are employed or able to work the opportunity to increase income without an immediate impact on the monthly rent paid by the household.

1. A household's **Total Tenant Payment (TTP) is calculated to "Income Bands" established by KCHA and listed in EXHIBIT D.** The TTP for each WIN Rent household is equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls.

    a. WIN Rent Households with out-of-pocket child care expenses (as defined) totaling $2,500 or more may be eligible to receive a Childcare Deduction. (See Section 1 and Exhibit C for additional information.)

    b. WIN Rent Households are not eligible for a Medical Deduction unless one is granted following the family's request for a Hardship Review as a result of documented extraordinary cost of living expenses. (See Section 9.D below for additional information.)

2. A household's monthly **Tenant Rent** is equal to the calculated TTP, less the assigned Energy Assistance Supplement established by the Housing Authority for the assigned unit – subject to any Minimum Rent (as defined – See C.3 below).

    a. Energy Assistance Supplement tables approved by KCHA are listed in **Exhibit T** of this ACOP

3. **Minimum Rent:** When the TTP calculated for a household is **less than** the Energy Assistance Supplement (EAS), the family will be provided with an Energy Assistance Reimbursement for the difference between the EAS and calculated TTP. However, the household may remain at the resulting Credit Rent for a limited period of six (6) months. After this six (6) month period, if the family's calculated TTP remains below the established EAS, the Tenant Rent will be adjusted to **a Minimum Rent of $25**. Removal of the Credit Rent in this manner will not require completion of an Interim Review. However, the file will be documented to reflect the monthly rent has been reset to the Minimum Rent due to the expiration of the approved 6-month term.

    A family may be eligible to apply for additional relief from the $25 minimum rent under the established Hardship Policy (see below).

4. **Hardship Review**: A family may request and be determined eligible for relief from the calculated Tenant Rent when documentation shows the family meets the criteria outlined under KCHA's established Hardship policy. (See Section 9.D below).

5. **Recertifications and Cost of Living Adjustment (COLA):** Unless otherwise specified in Section 10 of this ACOP, WIN Rent Households will be required to undergo a recertification once every two (2) years.

a. Rent **will not** be adjusted to reflect (COLA) increases in the intervening years.

b. To the extent necessary to meet mixed finance agreements entered into for certain public housing developments, residents will remain subject to existing annual certification requirements applicable to overlaying programs, such as those of the Low Income Housing Tax Credit (LIHTC) program. However, these certifications will be conducted to determine the residents continued eligibility for program participation only. Actual tenant rent will be calculated according to the criteria established herein. (See Section 10 of this ACOP for additional information.)

D. IMPLEMENTATION OF CHANGES TO TTP CALCULATION

When the HA revises its method of calculating TTP, the new calculation method will be applied consistent with Board approval and as administratively feasible. Prior to implementation the HA will provide clear written documentation outlining the timeline related to changes in its TTP calculation.

E. HARDSHIP POLICY[17]

Households notified of a rent increase will be informed, in writing, of their ability to seek a waiver based on financial hardship through the Housing Authority's established **Hardship Policy**. The policy is designed to allow KCHA flexibility to address unique, unforeseeable circumstances that may occur and to protect families in crisis. In order to receive a hardship rent, the household must apply for all benefits for which it may be eligible. Zero income households will be required to submit monthly budgets (KCHA Form #409) to their Property Manager, until income is restored to the household.

1. **Hardship Criteria.** The following categories for Hardship will apply to all program participants under KCHA's EASY Rent and WIN Rent programs:

   a. **Extraordinary Cost of Living**: A household may apply for a hardship review when they experience an extraordinary cost of living that exceeds 50% of the household's monthly income. Examples of when a family might meet this criterion include:

      ❑Any household whose combined **gross rent** plus monthly out-of-pocket medical or childcare expenses exceeds 50% of household monthly income. Gross Rent is defined as actual monthly rent paid (excluding amounts above the applicable Section 8 Payment Standard when applicable) plus the assigned energy assistance supplement, or, minimum rent (if applicable). Only unreimbursed medical expenses incurred for the care of an elderly and/or

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disabled household member will be considered in determining extraordinary costs. Childcare expenses will only be allowed when the expense meets eligibility thresholds for all other WIN Rent households as defined by the

Housing Authority and when the amount is not reimbursed from another source.

b. **Waiver of $25 Minimum Rent / Extension of Energy Assistance Reimbursement beyond six (6) months**: A household may apply for an extension of its energy assistance reimbursement (credit rent) beyond the initial six month cap. To be eligible for hardship relief, the household would need to demonstrate that: (1) the loss of additional energy assistance would put the household at risk of losing their housing; and (2) their continued lack of income has not been through the fault of the household (3) the household has applied for but been unsuccessful in connecting to available financial resources for which they might be eligible.

- ❑ Exception: Residents with exempt or excluded income and those who have been denied assistance (TANF, etc.) due to non-compliance with program requirements would not be considered to have a hardship meeting this category.

c. **Additional Interim Review**: A WIN Rent household that has previously requested the maximum number of interim reviews to decrease their rent, but experiences an additional unforeseen decrease in income may request a hardship review. To be eligible for relief (1) the family's decrease in income could not have been due to the action or inaction of a member of the household; and (2) if the interim review was not applied, the family's shelter burden would exceed 50% of monthly income. No hardship will be granted if KCHA determines the family could (but is not) accessing an available alternate income source.

d. **Deduction for Medical or Childcare Expenses above the $10,000 Cap:** A household eligible to receive a reduction from gross income for medical or childcare related expenses may request a hardship review to request a reduction of gross income above the $10,000 cap. In order to be eligible for relief under this criterion, the family must document that (1) the claimed expense is not reimbursable from an outside source; and (2) annualized costs for rent and out-of-pocket medical and/or childcare expenses would exceed 50% of gross income. In the case of childcare expenses, the amount of childcare assistance paid is reasonable in relation to amounts charged for similar care available in close proximity to the household's current childcare provider.

e. **Mandatory Reductions to Fixed Income in excess of $500.** Households who experience a reduction in a "fixed" source of income (GAU, SSI, and Social Security)

may be eligible for a reduction in rent when KCHA determines the loss of income was out of the control of the recipient. In such cases, KCHA will:

- ❑ Conduct an interim review for reductions to a fixed income source in an amount greater than $500 per year. [Rather than the standard $2,000 threshold required under KCHA's Interim Review policy].

- ❑ Coordinate with state and/or federal agencies as possible to document the income change and streamline the interim review process using its existing tenant database to re-calculate rent "in mass" in order to limit the impact upon the participating household. Under such circumstances, a modified interim review policy will be utilized to allow KCHA to adjust rent based ONLY upon the revised income reported by the state and/or federal agency. Additional income and deduction amounts for the household will be carried over from the previous Recertification completed for the household. Any errors in rent resulting from the use of data supplied directly from the state and/or federal agency will be considered caused by KCHA action and will be corrected as outlined in Section 10 of this ACOP. Such reviews will not count against a WIN Rent household's limit of 2 interim reviews during the 2-year Recertification cycle.

2. **Hardship Committee.** A KCHA appointed Hardship Committee will be responsible for review of all Hardship Requests. The Committee shall be comprised of KCHA staff, including the Director of Housing Initiatives, the Senior Programs Manager, and an additional Resident Services Department staff person. Once a hardship review request has been submitted, the Committee will examine each family's circumstances on a case-by-case basis. The Committee has a choice of remedies it can recommend (including permanent, family-specific rent caps) as deemed appropriate, to reduce a qualifying household's rent burden.

   a. **Remedies Available under the Hardship Policy:** The Hardship Committee has a number of determinations that can be made under the policy including:

      - No hardship exists;

      - Rent should be set at a permanent, family specific cap;

      - The energy assistance reimbursement (credit rent) should be extended for a specific period of time;

      - The rent increase should be phased in over a specific period of time;

      - Approval of an additional interim review for a family that has previously exhausted the established limit of 2 interim reviews per every 2-year cycle

for WIN Rent households. In order to be considered for relief, the household must first meet the criteria for an interim review established above.

- Approval of a Medical or Childcare Expense reduction from gross income in an amount above the $10,000 maximum. Relief may be granted for a specific period of time, or indefinitely, as determined by the Committee. However, no relief will be granted without documentation of extraordinary circumstances beyond the control of the household.

- Authorize completion of an interim rent recalculation for reductions in income below established thresholds. [**Note:** Available only to households affected by a reduction in a "fixed" source of income through no fault of their own.]

- Appropriate combination of above listed options.

3. **Appeals:** Families, who disagree with the recommendation of the Hardship Committee and/or final approval of the Director of Housing Management or Director of Resident Services, as applicable, may appeal the determination through the Housing Authority's existing Grievance Procedure.

F. RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; **AND,**

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority will grant each family a period of six (6) months to find suitable

affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated as detailed in Exhibit K, Section IV.A of this ACOP.

G. ENERGY ASSISTANCE SUPPLEMENT[18]

The Housing Authority has established an Energy Assistance Supplement (EAS) for all units for which household energy costs are **tenant-paid**. EAS amounts are based upon regional average consumption and are designed to project the energy needs of a reasonably energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. EAS amounts do not include allocations for telephone, internet or cable services and are intended only to supplement a household's actual energy costs. As such, the supplement may not cover the entire energy costs of a household that does not follow conservative energy use guidelines.

Any energy cost above the allowance is the responsibility of the tenant. Any savings resulting from actual costs below the amount of the EAS belongs to the tenant. If the EAS is greater than the tenant's total tenant payment, the Housing Authority will provide an Energy Assistance Reimbursement to the Family, subject to the limitations established in this ACOP.

No EAS will be provided to residents living in a master-metered unit in which the household energy costs are KCHA-paid. In addition, no EAS is provided to a Non-public housing over-income household for whom the alternative minimum rent applies.

1. **Energy Assistance Supplement Tables**: A full listing of KCHA's approved Energy Assistance Supplement Tables are included in Exhibit T. Separate EAS amounts are provided based upon the following criteria:

    a. The utility company (Puget Sound Energy, Seattle City Light) furnishing electric service to the unit,

    b. The type of unit (Single Family, Multi-family, or PH Hi-rise development) , and

    c. The number of bedrooms in the unit.

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2. **Review and Adjustment of EAS Amounts.** Energy Assistance Supplements would be adjusted annually using the CPI Household Energy Cost factor for the region. KCHA will review historical data available regarding energy consumption at least every 5 years to determine whether regional changes in energy consumption have occurred. Updated EAS amounts will be effective no later than 90 days following the Agency's determination that change is warranted.

    a. Where KCHA can reasonably determine that the structure type or construction of KCHA owned or controlled developments would produce consumption below the established amounts, adjustments to the approved Energy Assistance Supplements (to reflect lower energy usage at individual sites) will be implemented as appropriate.

    b. EAS revisions will be implemented as of an effective date for all new move-ins. For those already in occupancy, revisions will be implemented at each family's next interim, annual or full recertification or as otherwise described in approving documents.

3. **Check-Metered Utilities**. A limited number of KCHA units are not equipped with utility meters that allow consumption to be billed directly to the tenant. Where, KCHA has installed "check-meters" to allow Housing Authority monitoring of individual household consumption KCHA has established quarterly consumption allocations for each unit by size and type. Household consumption in excess of the allowance established by the Housing Authority will be billed to the tenant quarterly.

Families with unusually high utility costs are encouraged to contact the Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

10: RECERTIFICATION

A. GENERAL GUIDELINES

The Housing Authority will periodically review and verify a family's household income, deductions and composition in order to determine continued eligibility for program participation and to calculate the family's share of rent. The frequency of the scheduled recertification is determined by the rent calculation method (EASY Rent or WIN Rent programs) assigned to the family's household. As described elsewhere in this ACOP, recertification is completed once every three (3) years for EASY Rent households; and every two (2) years for WIN Rent households[19]. More frequent reviews may be conducted for residents of properties operated under the Low Income Housing Tax Credit (LIHTC) or similar program or when families transfer within the program or to another subsidy program (see Section 10.C and 10.D below). See Section 11.L regarding certification requirements specific to over-Income and non-public housing over-income households.

These reviews are necessary solely to meet obligations regarding eligibility determination of layered funding resources and are not considered part of KCHA's standardized EASY Rent or WIN Rent review process. HUD's Enterprise Income Verification (EIV) system will be used when possible to verify tenant income reported in connection with initial, recertification and interim reviews completed as outlined in this ACOP.

B. RECERTIFICATION PROCESS

The information gathered at the recertification includes the minimum necessary to certify the household's continued eligibility for program participation and proper assignment of unit size. Regularly scheduled recertifications will be completed every 3 years for Easy Rent Households and every 2 years for WIN Rent households as detailed in this ACOP[19]. The Housing Authority will send a notification letter to the family letting them know that it is time for their recertification. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

As a general rule, the recertification process shall begin 90-120 days in advance of the scheduled anniversary date so that the Family can be given reasonable notice of any changes. The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's Total Tenant Payment (TTP). Where appropriate, the Authority shall use the same procedures for obtaining, verifying, and calculating information that were used at admission and

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will compare the information the Family reports to the Family's most recent recertification and to information available through HUD's EIV system to identify any discrepancies. In addition, the recertification will be used to determine whether the

family is in compliance with the Community Service Requirement (See Section 11). Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate the rent according to the terms of the applicable EASY Rent or WIN Rent program as outlined in this ACOP.

1. If the Family fails or refuses to provide the information needed (information that the Authority determines the Family is capable of supplying) within the required time limits, the Authority shall terminate the family from the program.

2. Once rent is established during the recertification, the rental rate shall remain in place until the next scheduled recertification or until circumstances occur that qualify for an Interim or Special rent adjustment as described in this policy.

   a. **EASY Rent Households ONLY**: In the intervening years of a 3-year recertification schedule, the EASY Rent family will not undergo a full recertification. However, the Housing Authority will automatically apply cost of living (COLA) adjustments to Social Security and SSI income received to adjust the resident's monthly rent during these interim periods. Prior to application of each COLA adjustment, families will be reminded of the requirements to report changes in income and/or family composition as in this ACOP. In addition, during intervening years, rent will be adjusted to reflect any changes in the unit's Energy Assistance Supplement not previously applied to the household's rent, and/or any changes to this policy as applicable.[7]

   b. **WIN Rent Households ONLY**[7]: In the intervening years of a 2-year recertification schedule, the WIN Rent family will not undergo a full recertification. However, during intervening years, rent will be adjusted to reflect any changes in the unit's Energy Assistance Supplement not previously applied to the household's rent, and/or any changes to this policy, as applicable.

C. RECERTIFICATION RULES SPECIFIC TO EASY RENT HOUSEHOLDS[7]

1. **Recertification Every 3 Years:** The Housing Authority has adopted an EASY Rent program for all qualifying EASY Rent Households (see definition). Easy Rent policies are designed to simplify the recertification process, making rules easier to understand and administer. Under the program, households will undergo a complete recertification every three (3) years. In completing the recertification, the Housing Authority will follow the general guidelines established in Section 10.A. and 10.B above. Following completion of the recertification, the tenant's

rent will be set at 30.7% of household adjusted income. (See Section 9 for additional information.)

a. In intervening years, income and rent will be automatically adjusted to apply COLA increases to Social Security and SSI income received by the household and update applicable EAS amounts Additional changes may occur when determined necessary by KCHA as a result of Board approved modification of income and rent calculation policies detailed herein. No other changes in rent will be processed during the intervening years, except as outlined in Section 10.F and 10.G below.

b. Families remain subject to regularly scheduled unit inspections and compliance with any applicable Community Service Work Requirement.

c. EASY Rent Households will remain subject to certification requirements applicable to overlaying programs, such as those of the Low Income Housing Tax Credit (LIHTC) program. However, these certifications will be conducted to determine the residents continued eligibility for program participation only. Actual tenant rent will be calculated according to the criteria established in this ACOP.

2. For families who transfer within the program or to KCHA's Project-based program, income verification from the most recent recertification (interim, update or full) may be used to complete the transfer, provided the review is no more than 12 months old. In such cases, A FULL recertification will be completed at the end of the initial 12 month lease period (in the new unit) at which time the client's EASY Rent (3 year) recertification cycle will start over.

D. RECERTIFICATION RULES SPECIFIC TO WIN RENT HOUSEHOLDS[7]

1. **Recertification Every 2 Years:** The Housing Authority has adopted the WIN Rent program for WIN Rent Households (see definition). WIN Rent policies are designed to simplify the recertification process and provide incentives for families to increase economic self-sufficiency through employment and savings. Under the WIN Rent program, households will undergo a complete recertification every two (2) years. The WIN Rent program utilizes "income bands" to group resident income and allows income to grow without a change in their required monthly rent. In completing the recertification, the Housing Authority will follow the general guidelines established in Section 10.A and 10.B above. Following completion of the recertification, the tenant's rent will be set at the level equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls. (See Section 9 for additional information.)

a. In intervening years, adjustment to rent may result from updates to the applicable EAS amounts. Additional changes may occur when determined necessary by KCHA as a result of Board approved modification of income and rent calculation policies detailed herein. Income and rent WILL NOT be adjusted to reflect increased income received by the household – except as outlined in Section 10.F and 10.G below.

b. Families remain subject to regularly scheduled unit inspections and compliance with any applicable Community Service Work Requirement.

c. WIN Rent Households will remain subject to certification requirements applicable to overlaying programs, such as those of the Low Income Housing Tax Credit (LIHTC) program. However, these certifications will be conducted to determine the residents continued eligibility for program participation only. Actual tenant rent will be calculated according to the criteria established in this ACOP.

2. For families who transfer within the program or to KCHA's Project-based program, income verification from the most recent review (interim, update or full) may be used to complete the transfer, provided the review is no more than 12 months old. In such cases, A FULL recertification will be completed at the end of the initial 12 month lease period (in the new unit) at which time the client's WIN Rent (2 year) recertification cycle will start over.

E. EFFECTIVE DATE OF RENT CHANGES FOR RECERTIFICATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. (The family's recertification date will not change as a result of such a delay in implementation of the increased rent.) If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective retroactive to the scheduled anniversary date. Any reduction will be effective the first of the month after the review has been completed and a rent amount is determined. (The family's annual review date will not change as a result of such a delay in implementation of the decreased rent.)

F. INTERIM RECERTIFICATION RULES FOR EASY RENT AND WIN RENT HOUSEHOLDS[7]

Interim reviews are conducted to adjust a household's rent in between regularly scheduled full Recertification dates. An interim review does not include any actions to reset a household's rent to the appropriate Minimum Rent (following expiration of any approved credit rent) or an "uncapped" Tenant Rent (following expiration of

an approved $100 rent cap for families transitioning to EASY Rent or WIN Rent policies).

In addition, an interim review will not be completed for the sole purpose of including in the rent calculation previously excluded employment income of a household member who has reached his/her 21st birthday. The act of turning 21, in and of itself, does not constitute a change that must be reported, even if the household is on a credit rent. Any previously excluded earned income if such individuals will only be included in the rent calculation when additional changes in family circumstances trigger the need to complete an interim review as described in below.

Interim reviews will be completed only in limited circumstances for EASY Rent and WIN Rent households as follows:

1. **KCHA Required Interim Reviews:** An interim review will be required whenever the family seeks approval to add a member to the household. However, tenant rent will be changed only when:

    a. **For WIN Rent Households**: The addition of the household member results in increasing household income above the current income band.

    b. **For Easy Rent Households**: The addition of the household member results in an increase in household income of greater than $2,000.

    c. **For ALL Households**: Increases in income for a household that is currently paying the Minimum Rent or has a reported income of $0. In such cases, interim reviews will be required until the household no longer qualifies for the minimum rent.

    d. **For ALL over-Income and non-public housing over-income households**: Interim reviews will be completed when required by HUD regulations as detailed in Section 11.L of this ACOP.

    e. Discovery of errors, misrepresentation and/or fraud.

Increases in household income that are not the result of one of the actions listed above will not be included in the rent calculation until the next full recertification unless the household has requested an interim review due to a decrease in income (see below).

2. **Tenant Requested Interim Reviews**: KCHA will not reduce the rent of a household due to a reduction in welfare assistance specifically due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement. This exception does not apply if: (i) the reduction results from the expiration of a lifetime limit on receiving benefits; (ii) as required the family members have sought, but cannot find, employment; (iii) the family has complied with welfare program requirements but loses assistance because of a durational time limit – such as a cap on benefits for a period of no more than 2 years in a 5 year period.

   Upon request, KCHA will complete an interim review under the following circumstances:

   a. Removal of a household member that results in a decrease in income. For WIN Rent households a rent change will only be completed for decreases that result in household income below the current income band. For EASY Rent Households, a change will only be completed when the household composition change results in a reduction in household income greater than $2,000.

   b. **For Easy Rent Households Only**: A decrease in income in an amount greater than $2,000 through no fault of their own.

   c. **For WIN Rent Households only**: A decrease in income that results in a drop in adjusted gross income below the current income band;

   d. **For WIN Rent Households only**: An increase in eligible childcare expenses that is greater than $2,000 AND results in a drop in adjusted gross income below the current income band; [Note: No deduction is provided for out-of-pocket childcare expenses of less than $2,500.]

   e. Increase in unreimbursed medical expenses greater than $2,000 when total medical expenses exceed $2,500 (WIN Rent households must be granted an exception under KCHA's Hardship Policy to qualify for a deduction for medical expenses);

   f. Discovery of errors, misrepresentation and/or fraud.

Under the WIN Rent program, households are limited to two (2) tenant-requested Interim reviews in any two-year recertification cycle. This restriction does not apply to Easy Rent households.

When determining whether an interim rent reduction is warranted, ALL sources of household income (including employment income of household members who have turned 21 since the last full recertification) and ALL current out-of-pocket expenses for childcare, will be updated and included in the calculation of total household income and resulting tenant rent.

Following completion of an interim review to DECREASE RENT, the household will be required to report all increases in income within thirty (30) days of occurrence. A KCHA required interim review will be conducted for such households when the reported increase(s) in income results in an increased rent.

Interim recertifications will only be processed if the effect of the loss of income is expected to be longer than **thirty (30)** days.

Failure to properly report any required change (as described) is cause for termination of tenancy and/or housing assistance payments and if applicable, shall require a retroactive rent charge.

See Section 10.H below for information regarding processing of the interim recertification and effective dates of the rent change.

H. GENERAL GUIDELINES FOR SPECIAL RECERTIFICATION'S FOR INCOME-BASED RENT TENANTS

If at the time of the recertification (or Admission), it is not possible to make an estimate of adjusted income for the next twelve-month period with any degree of accuracy (i.e., the household has no income or has an unstable income pattern) the Authority shall determine current rent based on available income data and annualize this amount. A Special Review shall then be scheduled every 60 days until the income stabilizes and an annual income can be determined. This process shall be continued, if necessary, up to the Family's next scheduled recertification or until such time as a reasonable estimate of adjusted income can be made.

If income has changed at the time of any Special Review, the rate of income shall again be projected for a twelve month period and rent charged accordingly.

If at any time the family reports it has zero income, Special Reviews shall be scheduled at intervals not to exceed every three months until such time as a stable source of income is reported. If a family is eligible for certain sources of income but claims they do not have any income, the family shall be required to document that they are not

receiving income to which they are entitled. A family reporting no income will also be required to submit a monthly budget (HACK Form 409) to the Authority.

I. PROCESSING INTERIM AND SPECIAL RECERTIFICATIONS[9]

1. **Processing of Reported Changes** - If a reported change qualifies for an interim review, the Housing Authority will:

    a. Notify the tenant within fourteen (14) business days that the review will be conducted.
    b. Always give the tenant thirty (30) days written notice of a rent increase.

If the change does not qualify for an interim review, the Authority will notify the tenant within fourteen (14) business days that the review will not be conducted.

Whenever there is evidence that additional changes to income or composition will occur as a result of the reported changes, the Housing Authority reserves the right to delay processing an interim review for a period not to exceed thirty (30) days.

2. **Effective Date of Rent Changes – Increased Tenant Rent**

    a. If the change has been reported as required, the increased rent shall be effective the first of the third month following the month in which the change in family income or composition occurred.

    b. If the change has been reported as required, and the processing of the interim review is delayed due to the fault of the Housing Authority, the rent increase shall be effective the first of the month thirty (30) days following the processed change.

    c. If the change has not been reported as required, or if the tenant fails to provide the required information, the family shall be determined to have caused an unreasonable delay in the interim review process. The rent will be increased the first of the month thirty (30) days following the processed change. However, the effective date of the increase will be the first of the month following the date the change occurred. Any money due the Housing Authority as a result of the difference between the date the rent was increased and the effective date of the increase will be charged to the tenant as retroactive rent.

3. **Effective Date of Rent Changes – Decreased Tenant Rent**

    a. Properly reported changes received ON OR BEFORE the 22nd day of the month: a decrease in tenant rent shall be effective the first day of the month following the month in which the change was reported.

b. Properly reported changes received AFTER the 22nd day of the month: a decrease in rent shall be effective the first day of the second month following the month in which the change was reported

c. Improperly reported changes (Changes not reported within 30 days as required): a decrease in tenant rent shall be effective the first day of the second month following the date in which the change was reported.

However, no downward rent adjustments shall be processed until all facts have been verified, even if a retroactive adjustment results.

J. DISCOVERY OF ERRORS

If an error in rent is revealed at any time, the Authority shall make adjustments to correct the error as follows:

1. If the error was due to misrepresentation/fraud (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an increased tenant rent, such rent shall be retroactive to the first month following the date the misrepresentation occurred. Unless otherwise agreed to by the Authority, all retroactive rent charges shall be payable the first of the month following determination of the charge.

2. If the error was the fault of the tenant and corrective action results in decreased tenant rent, such decrease shall be effective the first of the month following the date when the error was discovered.

3. If the error was not the fault of the tenant and corrective action results in increased rent, such rent shall be effective the first of the second month following the date the error was discovered.

4. If the error was not the fault of the tenant and corrective action results in decreased tenant rent, the change in rent shall be made retroactive to the effective date the error was made, and the tenant shall be reimbursed accordingly. Where possible, reimbursement will be completed by crediting the tenant's account for the overpayment. Otherwise, the HA will issue a check to the tenant following completion of the corrective action.

K. RETROACTIVE RENT COLLECTION PROCEDURES

If the Housing Authority allows a person who owes back rent to remain on the program, a written repayment agreement may be offered, at the sole discretion of the Housing Authority, and will be calculated in the following manner:

1. For retroactive amounts accrued in 12 months or less, repayment shall be made in a time period not to exceed the number of months it took to accrue the balance.

2. For retroactive amounts whose accrual time is longer than 12 months, repayment shall be made in a time period not to exceed 12 months.

The Housing Authority retains the right to begin eviction procedures against a tenant who misses a payment or refuses to sign a retroactive rent agreement.

In the case of a vacated or evicted Public Housing participant owing retroactive rent amounts, a repayment agreement must be signed with the Housing Authority within 30 days of the date of the vacate. The repayment agreement shall not exceed 6 months. If an agreement is not executed within 30 days, all amounts owing will be sent to a collection agency.

L. ADDITION OR REMOVAL OF FAMILY MEMBERS

Whenever additional members are being added to the household, written permission must be obtained (in advance) from the Authority. A person being added must meet the Authority's eligibility requirements and standards prior to being added to the household. The same standards of eligibility and tenant suitability that the Authority uses for applicants shall be used in evaluating a person who is joining a family already in occupancy.

The Housing Authority shall have the sole discretion as to which member(s) of an assisted family will continue to receive assistance in the program if the family breaks up. It is the general policy of the Authority to provide assistance to the family members remaining in the unit unless it is determined that the family member(s) remaining in the unit is the abuser in a situation of domestic violence. In each case, the Housing Authority will review the interests of minor children, ill, or elderly persons, or persons with disabilities prior to making its determination. If the local Superior Court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the Housing Authority shall be bound by the court’s determination concerning which family members continue to receive assistance in the program.

11: CONTINUED OCCUPANCY ISSUES

A. COMMUNITY SERVICE REQUIREMENT

Effective October 1, 2003, in order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program for a minimum eight hours per month. (See definitions in Section 1) The hours may be provided flexibly (Including a combination of community service and economic self-sufficiency activities) so long as the hours total 96 hours per year. Implementation of the HA's Community service policy will begin with each Lease Anniversary date January 1, 2004 and thereafter.

1. **Exemptions**.

   The following adult family members of tenant families are exempt from this requirement if satisfactory documentation is provided of exemption status:

   a. Family members who are age 17 or under or are age 62 or older;

      - ❑ Existing tenant file information will be accepted for age exemptions.

   b. Family members who are blind or disabled and who self-certify that, because of the disabling condition, she or he is unable to comply with the community service requirement;

      - ❑ Existing file information will be accepted as evidence of a disability and disabled individuals will be allowed to self-certify that they cannot perform community service or self-sufficiency activities.

   c. Family members who are the primary care giver for someone who is blind or disabled;

      - ❑ Existing file information will be accepted (such as HA prior approval to serve the role of an Attendant/Live-in Aide) for exemption as a primary care giver for a disabled or blind family member. If such information is not available, families will be given the opportunity to provide verification, which establishes that individual as a primary care giver.

   d. Family members who are exempt from work activity under Part A, Title VI of the Social Security Act or under any Washington State welfare program, including the state's TANF program;

- ❑ For example, under TANF, exemptions and or deferrals from regular Work First participation requirements can be allowed for parents with a child three months old or younger or older persons (55 years old or older) caring for their relative's children.

- ❑ The HA will request and accept verification from TANF for an exemption under this category.

e. Family members receiving assistance under a State program funded under Part A, Title IV of the Social Security Act or under any Washington State welfare program, including the TANF program and who are in compliance with that program.

- The HA will request verification from TANF that a family is receiving TANF assistance without sanction for a non-compliance with a work activity requirement.

f. Family members engaged in a Work Activity (as defined in Section 2 below) for a total of at least 8 hours a week.

g. Family members who are receiving unemployment compensation from the Washington State Employment Security Department.

- The HA will utilize existing file information which indicates receipt of income from the specified source to document exemption eligibility.

2. **Self-sufficiency Programs/ Community Service Volunteer Opportunities/ Work Activities**

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

Community Service Program: 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. Community service is not considered employment and may not include political activities. No community service or self-sufficiency activity can replace work ordinarily performed by HA employees.

Work Activities: Includes the following activities:

1. Employment (subsidized or unsubsidized employment, in either the public or the private sector);
2. On-the-job training;
3. Job search and job readiness assistance;
4. Community service programs;
5. Vocational educational training (not to exceed 12 months);
6. The provision of childcare services to an individual who is participating in a community service program;
7. Job skills training directly related to employment;
8. Education directly related to employment, in the case of a resident who has not received a high school diploma or a GED
9. Satisfactory attendance at secondary school or in a course of study leading to a GED, in the case of a resident who has not completed secondary school or received a GED;
10. Work experience (including work associated with the refurbishing of publicly assisted housing) if insufficient private sector employment is not available.

3. **Process for Implementing Community Service Requirement**

At each lease anniversary date effective January 1, 2004 and thereafter, the Housing Authority will do the following:

a. Provide written information to each family explaining the Community Service requirement and providing the family the opportunity to claim an exemption.

b. Review all claimed exemptions, and supporting documentation, and approve or deny exemption requests.

c. For those required to perform Community Service:

- ❑ Provide the opportunity to identify any current activities they are already engaged in that may qualify as Community Service or economic self-sufficiency activities;

- ❑ Provide additional written guidance on lists of acceptable activities along with ways to contact various groups for potential volunteer opportunities;

d. Provide a timesheet/ certification form to the family members, with instructions indicating how the form is to be completed and how it needs to be signed by a third party supervisor. This documentation will be used by the HA to verify their compliance with Community Service requirements.

e. Where necessary, refer family members to a coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities.

f. At least thirty (30) days before the families next lease anniversary date, the Housing Authority will review the family's hours and verifications and make a determination as to whether the family is in compliance with the Community Service requirement. Time sheets/ certification forms verifying hours must be signed by third parties representing entities for which the community service has been provided. Self-certification will not be acceptable. At this time, the family will also be provided the opportunity to claim any change in their exemption status.

4. **Non-Compliance With Community Service Requirement**

a. **Notice of Non-compliance**

The Housing Authority will provide written notification of the following to a family found to be in non-compliance:

1. Identification of the family member(s) that has been determined to be in non-compliance;

2. The reason for the determination (such as insufficient hours, or participating in a ineligible activity);

3. That, unless the Tenant and the non-compliant family member(s) enter into an agreement to comply, or provide documentation that the non-compliant family member is no longer living in the unit, the lease will not be renewed at the end of the 12 month lease term;

4. That the determination is subject to the HA's grievance procedure.

b. **Opportunity For Cure**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or participate in community service for as many hours as were required for compliance over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall,

at the same time, comply with the current year's community service requirement. The first hours that the resident documents each month will be applied toward the current year's commitment. Additional hours documented by the resident each month will be applied toward the number of hours required for compliance during the previous 12-month period.

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

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

B. TERMINATION OF TENANCY/DWELLING LEASE MODIFICATIONS

1. **Modifications of Lease Terms**

The Housing Authority may modify the Lease at any time during the lease term by following the Federal requirements of proper notice to tenants and resident organizations and consideration of any comments by them. The Housing Authority may terminate a tenancy if a tenant refuses to accept a revision to the Lease after being given at least 60 days' notice of its proposed effect and being allowed a reasonable time to respond to the offer.

2. **Termination by Tenant**

The tenant may terminate the lease at any time upon submitting a fifteen (15) day written notice. The tenant will be liable for rent up to the end of the fifteen days for which notice was required or to the date the unit was re-rented, whichever date came first.

3. **Termination by the Housing Authority for Serious or Repeated Violations**

The Housing Authority may terminate the lease at any time for serious or repeated violations of the Dwelling Lease (See Exhibit J). Termination of Tenant's occupancy due to lease violations will be carried out in accordance with provisions contained in the Dwelling Lease as well as the Housing Authority's Grievance Procedure (See Exhibit I.). Such violations include, but are not limited to the following:

a. Engaging in or threatening abusive or violent behavior towards any Housing Authority staff, contractors, or residents, including any harassment in violation of the Fair Housing Act or any other civil or criminal code (See Section 11.C);

b. Nonpayment of rent or other charges;

c. A history of late rental payments (chronic rent delinquency which is defined as four times or more in a twelve-month period);

d. Failure to sign and submit consent forms for obtaining information as required by program regulations;

e. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent, including failure to receive advanced housing Authority approval before adding any other person as a member of the household;

f. Failure to properly report to the Housing Authority a letter or notice received from HUD (or to respond to Housing Authority contact) as part of HUD's Computer Income Matching program within the time limits specified by the notice/letter and/or subsequent failure to provide verification necessary to explain any income discrepancy;

g. Failure to allow inspection and/or repairs of the dwelling unit (after receiving reasonable notice);

h. Failure to maintain the unit in a safe and sanitary manner;

i. Assignment or subletting of the premises or being absent from the unit in violation of the Housing Authority's policy (See Section 11.G);

j. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses which are incidental to the primary use of the unit for residence by members of the family), or failure to ensure that the unit is the family's only residence;

k. Engaging in a pattern of disturbance of neighbors;

l. Abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

m. Engaging in a pattern of destruction of property, or living or housekeeping habits resulting in damage to the unit or premises

n. Engaging in acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

o. Any criminal activity by any household member, guest, or other person under tenant's control, including criminal activity that threatens the health, safety, or right to personal enjoyment of the public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises. This

includes, but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority;

p. Commitment of fraud, bribery or any other corruption in connection with the housing program, including the intentional misrepresentation of information related to housing benefits;

q. Non-compliance with the Non-Citizen Rule requirements;

r. Permitting persons not on the lease to reside in the unit more than fourteen (14) days in a three-month period each without the prior written approval of the Housing Authority;

s. Failure to be in compliance with the Community Service Requirement or an approved Agreement to Cure;

t. Failure to move after being required to move by the Housing Authority (due to such reasons as the unit being overcrowded or the family being under-housed, or for unit capital repair reasons); and for,

u. Failure to abide by non-smoking or smoke-free policies established at designated buildings.

v. Other good cause.

The Housing Authority will take immediate action to evict and/or terminate rental assistance for any household member who is subject to a lifetime registration requirement under a sex offender registration program. A household that contains one or more members subject to this requirement may choose to remove the member from the household. If the family is unwilling to do so, the Housing Authority will take immediate action to evict and/or terminate rental assistance for the household.

4. **Eligibility for Lease Renewal upon Lease Anniversary**

Upon the date of the Lease Anniversary there are to be eligible for renewal for the same lease term only those tenants:

a. Who qualify as a Family (See Section 1). A Person with Disabilities who no longer is able to provide documentation of their disability will be eligible to remain in housing; however, the family will no longer be considered a Disabled Family for purposes of calculating total income determining rent.

b. Whose family members qualify as Citizens, nationals, or as Noncitizens who have eligible immigration status.

- ❑ Families in which one or more members are determined ineligible may have the option of receiving prorated or continued housing assistance, or be eligible to defer their termination (See Exhibit K).

c. Who conform to the Housing Authority's occupancy standards set forth in Section 3.

d. Who are in compliance with the Community Service Requirement or an approved Agreement to Cure

C. TENANT ON TENANT HARASSMENT POLICY

1. General Policy.

It is the policy of the HA that harassment or intimidation of a tenant, staff person or guest because of that person's race, color, national or ethnic origin, religion, sex, disability, familial status, marital status, parental status, or sexual orientation violates fair housing laws and the Dwelling Lease and will not be tolerated. Discriminatory harassment or intimidation, including abusive, foul or threatening language or behavior, is specifically prohibited.

The HA expects all staff to model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation. Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a tenant must take it seriously and respond promptly according to the procedures outlined in this policy.

2. Procedures

HA staff that observes any situations that could be an emergency, such as a threat of bodily harm, must call 911 immediately.

When a tenant complains of discriminatory harassment, HA staff will inform the tenant that the HA takes the complaint seriously and will be looking into the matter.

A prompt investigation must be conducted to determine whether a violation of this policy has occurred based on all facts and circumstances, the nature of the allegation, and the context in which the alleged incidents occurred.

a. When discussing the allegations with the alleged harasser, the tenant must be informed that harassment is not tolerated and that the HA will be investigating the allegation.

b. All information gathered must be documented.

If HA staff is unable to verify a violation of the policy following the investigation:

a. The complaint will be documented and results of the investigation placed in both the complaining parties and alleged harasser's files.

b. Each individual alleged to have engaged in discriminatory harassment must be reminded about the HA's serious commitment to a housing environment free of harassment and that retaliation against the complaining party will not be tolerated.

c. Both parties must be informed in writing of the outcome of the investigation.

If the investigation supports a violation of this policy:

a. The complaint and results of the investigation are to be documented in both the complaining parties and alleged harasser's files.

b. HA staff shall treat the incident as a serious lease violation and proceed with progressive disciplinary action up to and including eviction if necessary for ongoing or serious violations:

   - For example, if the allegation involves an isolated incident of a single derogatory statement, it may be appropriate to issue a 10-day warning notice to comply with a stern written warning that additional incidents could result in termination of tenancy. On the other hand, if the allegation involves a single incident of highly offensive language with threats, it may be appropriate to proceed with an eviction action. In the latter case, if threats are made to the physical safety of any person, HA staff should consult promptly with the Director of Housing Management.

c. The complaining party shall be informed of the results of the investigation and the actions taken.

d. All parties must be reminded that retaliation against the complaining party or others involved in the investigation will not be tolerated and will be dealt with in the same manner as the original allegation of discriminatory harassment under this policy.

3. Retaliation

Retaliation by a tenant or HA staff against any tenant complaining of harassment will not be tolerated.

The Area Manager must monitor the situation for retaliation against any person involved in the filing or investigation of a complaint of discriminatory harassment or intimidation.

D. RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING TENANT INCOME DISCREPANCIES

1. If a public housing resident receives a letter or notice from HUD (under HUD's Computer Income Matching program) concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within the time limits specified in the correspondence.

2. If the public housing tenant fails to come forward, as requested by HUD, the Housing Authority will follow HUD guidelines established to ensure timely resolution of the reported income discrepancy.

3. The Area Management Office shall reconcile any difference between the amount of family income reported by the resident and the amount of income listed in the HUD communication. This shall be done as promptly as possible.

4. After the reconciliation is complete, the Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the King County Housing Authority shall do one of the following:

   a. Immediately collect the back rent due to the agency;

   b. Establish a repayment plan for the resident to pay the sum due to the agency;

   c. Terminate the Lease and evict for failure to report income; or

   d. Terminate the Lease, evict for failure to report income, and collect the back rent due to the agency.

5. If the resident fails to respond to HUD's or the Housing Authority requests for notification/clarification of the amount of family income the family shall be determined to be in non-compliance with their dwelling lease.

E. INSPECTIONS

1. **Types of Inspection**

   a. **Move-In Inspection**

   An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, including all equipment provided, and the statement will be signed by both parties with a

copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority damages to the unit.

b. **Annual Inspections**

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

In addition, this inspection will be used to ensure that the Tenant is maintaining the unit in a safe and sanitary manner. Special Inspections may be scheduled if the inspection results in a determination that closer monitoring of the Tenant's housekeeping standards and upkeep of the unit is needed.

c. **Preventative Maintenance Inspections**

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 provide other minor servicing that extends the life of the unit and its equipment.

d. **Emergency Inspections**

If any employee and/or agent of the Housing Authority have reason to believe than 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.

e. **Pre-Move-Out Inspections**

When a tenant gives notice that they intend to move, the Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority 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 the Housing Authority to ready units more quickly for the future occupants.

f. **Move-Out Inspections**

After the tenant has vacated and returned keys to the unit, the Housing Authority will conduct an inspection to assess the condition of the unit and to determine responsibility for any needed repairs. The Tenant shall be encouraged, whenever possible, to be present for the move-out inspection by arranging the date and time for the inspection with their Area Office. The move-out inspection becomes the basis for any claims for damage and repair that may be assessed against the security deposit.

g. **Special Inspections**

Special Inspections of a rental unit may be scheduled to (1) enable HUD, or HUD's agent, to inspect the housing stock maintained by the Housing Authority in accordance with federal requirements; (2) enable an assessment of any charges that should be assessed against a Tenant's Pet Deposit when the Housing Authority has been notified that the pet no longer resides in the unit and a refund of the deposit has been requested; (3) other reasons deemed necessary by the Housing Authority in order ensure proper upkeep and maintenance of the dwelling unit or to project future repair/improvement needs.

2. **Notice of Inspection**

For inspections defined as annual inspections, preventative maintenance inspections, and special inspections, the Housing Authority will give the tenant at least two (2) days written notice and/or such notice as required by any annual HUD REAC inspection. When the date and time of the inspection is within the control of the Housing Authority, the Tenant may contact the Area Office and ask that the inspection be scheduled for a time that is mutually agreeable, in order to allow the Tenant or Tenant Representative to be present during the inspection. When the date and time of the inspection is controlled by HUD or the designated HUD agent, the Housing Authority will be unable to accommodate the Tenant's need to reschedule.

F. TRANSFERS

Transfers may be requested and will be reviewed and processed according to Exhibit P.

G. ABANDONMENT

If personal property left by the Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without

sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Tenant.

H. ABSENCE FROM DWELLING OR UNIT

It will be the policy of the Housing Authority that, in order to remain living in a public housing unit, a family is expected to reside continuously in the dwelling unit and may be absent only for brief periods. Absence means that no member of the family is residing in the unit. This policy will be enforced utilizing the following requirements:

1. The family must notify the Housing Authority of any absence from the dwelling unit including providing any information requested concerning the purpose of the family absences.

2. The Housing Authority may verify family occupancy in the unit, or absence from the unit, by such techniques as visits, calls or letters to landlords, neighbors, etc.

3. The following specific policies apply:

    a. Absence from the dwelling unit due to incarceration after being convicted of a crime will result in the immediate termination of housing assistance.

    b. Absence from the dwelling unit due to hospitalization or rehabilitation will be limited to a maximum period of (90) days in any twelve-month period (extensions due to unforeseeable circumstances regarding hospitalization or rehabilitation may be granted up to 30 additional days);

    c. Absence from the dwelling unit due to vacations will be limited to a thirty day period in any twelve (12) month period;

    d. Absence from the dwelling unit due to temporary relocation due to employment will be limited to 180 days.

4. If a family is absent for longer than the maximum period permitted above, the family will be served with a Notice to Terminate Tenancy.

I. RETURN OF SECURITY DEPOSIT

After a family moves out, the Housing Authority will return the security deposit within twenty-one (21) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within twenty-one (21) days.

J. RETURN OF PET DEPOSIT

Generally, Pet Deposits will be returned to the Tenant within 30 Days after verification that the Pet has been removed from the unit. Prior to the issuance of any refund of the pet deposit, the Housing Authority will inspect the unit to determine whether there are any damages to the unit caused by the pet. Any charges for damages caused by the Pet will be deducted from the Pet Deposit and the balance, if any, will be refunded to the Tenant within the time limit noted above. Any amounts for damages incurred above the amount of the Pet Deposit will be charged to the Tenant account and must be paid in accordance with the terms of the Dwelling Lease.

When a Tenant and Tenant household vacates their leased unit, the Pet Deposit will be refunded, following the assessment of any charges for damages caused by the pet, within twenty-one (21) days of the date the unit becomes vacant.

K. LEAD-BASED PAINT PROCEDURES

1. Inspection Pre-1978 Units

Inspections of all sites are completed in accordance with requirements and schedules as detailed in the Property Management Procedures Manual. Visual inspection and assessment of chipping/peeling paint is completed during each regularly scheduled inspection of occupied units and for all new housing inspections. Housing Administrators will conduct visual assessments annually during annual review inspections and all new housing inspections. These inspections will be maintained in each resident file. In addition, visual inspection for identification of any chipping/peeling paint is a component of each regularly scheduled common area inspection. Inspections are completed in accordance with HUD's Visual Assessment training. Inspection forms include designated areas for listing deteriorating paint. Any identified lead-based paint hazards will be addressed according to regulations detailed in the Federal Register. Unit inspections are maintained in each tenant file and common area inspections are kept on file in the respective Area Management Office.

2. Children with Elevated Blood Level of Lead

Within 15 days after being notified by a Public Health Department or other medical health care provider that a child under six years of age living in a public housing development has been identified as having an environmental intervention blood lead level, the Housing Authority will complete a risk assessment of the unit and common areas servicing the unit. The risk assessment is complete when the Housing Authority receives the risk assessment report. The risk assessment will be done whether the child is or is not still living in the unit when the Housing Authority receives the notification of the environmental intervention blood level. If the Public Health Department has conducted an evaluation of the unit, the Housing Authority does not need to do a risk assessment.

After receiving information from someone who is not a medical provider that a child less than six years old living in public housing has an environmental intervention blood level, the Housing Authority shall immediately verify the information with the Public Health Department or other medical provider.

Within 30 days after receiving the risk assessment report, the Housing Authority will provide the name and address of a child identified as having an EBL to the Public Health Department within five working days of being notified. The Housing Authority will also report each known case of a child with environmental intervention blood level to the HUD field office.

If the risk assessment conducted pursuant to this section identifies lead-based paint hazards and previous evaluations of the building did not, the PHA shall conduct a risk assessment of the other units of the building.

L. ELIGIBILITY OF OVER-INCOME HOUSEHOLDS

Per federal regulations (24 CFR 960.507), families participating in the public housing program must not have incomes that exceed the over-income limit (see Section 1: *Definitions*) for more than 24 consecutive months. Families found to have income that exceeds the over-income limit are provided a 24 month grace. At the end of the grace period, if income remains above the over-income limit, the family must be determined ineligible for public housing. Such families may remain in occupancy as a non-public housing over-income household by executing a new non-public housing over-income lease with KCHA and paying the alternative non-public housing rent.

If, at any time during the consecutive 24-month period following an initial over-income determination, KCHA determines the family's income is <u>below</u> the over-income limit, the family is entitled to a new 24 consecutive month period of being

over-income and the notification and review process described in this section restarts in full.

(1) **Applicability:** This provision applies to all families in the **public housing program**, including FSS families and all families with an earned income disregard (EID) for rent calculation purposes.

a) Mixed families who are non-public housing over-income families pay the alternative non-public housing rent, as applicable (*see definitions, Section 1*).

(2) **Restrictions of non-public housing over-income families:** Non-public housing over-income families are:

a) Not eligible for participation in the public housing program;

b) Cannot participate in a public housing resident council.

c) Cannot participate in programs that are only for public housing or low-income families.

d) Cannot receive any Federal assistance, including a utility allowance.

(3) **Determination of over-income limit***:* The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in § 5.603(b) of this title, by a factor of 2.4.

(4) **Notifying over-income families:**

(a) **Initial Notification**: Upon completion of an income review (full recertification, update, or interim review) that reveals a family's income exceeds the over-income limit, KCHA **must** provide written notice to the family of the over-income determination no later than 30 days after the income examination. The initial notice must state that:

(i) the family's income exceeds the over-income limit and continuing to do so for a total of 24 consecutive months will result in KCHA following its continued occupancy policy for over-income families in accordance with this section.

(ii) if the family disagrees with KCHA's determination that the family exceeds the over-income limit, they may dispute this finding through KCHA's established grievance policy.

(5) **Action required following initial notification**:

(a) **Income Review 12 months after initial over-income determination**: Unless a prior review showed the family's income had fallen below below the over-income limit, an income examination must be completed **12 months after the initial over-income determination.** If the the review shows the family has exceeded the over-income limit for 12 consecutive months, KCHA must, within 30 days, provide a written **Second Notification** to the family. The second notice must:

(i) Inform the family that they have exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the KCHA following its continued occupancy policy for over-income families in accordance with this section.

(ii) If applicable, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit; and

(iii) Inform the family that if they disagree with KCHA's over-income determination, they may dispute this finding through KCHA's established grievance policy.

(b) **Income Review 24 months after initial over-income determination:** Unless a prior review showed the family's income had fallen below below the over-income limit, an income examination must be completed **24 months after the initial over-income determination.** If the the review shows the family has exceeded the over-income limit for 24 consecutive months, KCHA must, within 30 days, provide a written **third and final notice** of this determination to the family. The must state:

(i) Inform the family that they have exceeded the over-income limit for 24 consecutive months.

(ii) Inform the family that KCHA must charge the family the alternative non-public housing rent in accordance with it's continued occupancy policy for over-income families as detailed in item 6 below.

(iii) Inform the family that if they disagree with KCHA's over-income determination, they may dispute this finding through KCHA's established grievance policy.

(6) **End of the 24 consecutive month grace period.** A family has exceeded the over-income limit for 24 consecutive months, may remain in the unit as a non-public housing over-income (NPHOI) household. When this occurs KCHA must:

i. Require the family to execute a new non-public housing lease. The new lease must be executed **no later than** 60-days after the date of the **third and final** notice or at the next lease renewal, whichever is sooner.

ii. The non-public housing lease will be constructed in compliance with State and local law and meet the requirements of 24 CFR 960.509

(7) **Status of families.** An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease in accordance with paragraph (6) of this section.

(a) Following execution of the non-public housing lease, the family becomes classified as a non-public housing over-income (NPHOI) household. NPHOI families are NOT public housing program households and cannot participate in programs that are only for public housing or low-income families. KCHA cannot provide federal assistance, including any utility allowance, to a NPHOI household. See item L.2 of this section for additional restrictions.

12: EXHIBIT A - INCOME INCLUSIONS

I. ANNUAL INCOME MEANS ALL AMOUNTS, MONETARY OR NOT, 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 twelve-month period following admission or annual examination effective date; and

   In both cases, Annual Income does not include amounts that are specifically excluded as described in Exhibit B of this policy.

II. INCOME INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING

1. The **full amount** of employment income (wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services), of all household members. (Except as excluded under paragraph B.1 of Exhibit B.) Income arising from work as a day laborer, seasonal worker or independent contractor is included as a source of employment income.

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.

3. Where the Family has Total Assets which value $50,000 or more, Annual Income shall include[20]: Interest, dividends, and other net income of any kind from real or personal property, except as outlined in Exhibit B. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph 2 of this Exhibit. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Annual Income shall include the greater of the actual income

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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 payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (except lump sum payments of deferred SSI and Social Security benefits as excluded under paragraph B.13 of Exhibit B).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (See paragraph 3 of Exhibit B).

6. Welfare Assistance.

   a. The actual amount of the TANF benefit paid to the family each month, or

   b. The Imputed Welfare Income, **if the TANF amount has been reduced due to Fraud or Non-compliance with TANF requirements.** Imputed Welfare Income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction due to fraud or noncompliance with TANF requirements that is, nonetheless, included in the family's annual income for purposes of determining rent. (See Exhibit C for clarification on Imputed Welfare Income).

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

8. All regular pay, special pay and allowances of a member of the Armed Forces (excepts as excluded under paragraph 7 of Exhibit B).

13: EXHIBIT B - INCOME EXCLUSIONS

1. Income **from employment** of household members, other than family head, spouse or co-tenant, under the age of 21 years. Income from employment of family members under age 21 is excluded from the calculation of household income until the first review (Interim or Full Recertification) completed after the household member reaches age 21. This item **excludes ONLY employment income**, all other sources of income received by or on behalf of those under age 21 is included in the calculation of household income as detailed in this ACOP (See Exhibit A and Exhibit B).

2. Payments received for the care of foster children, or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone). These amounts include State or Tribal kinship or guardianship care payments.

3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses (but See Paragraph B.5 of Exhibit A).

4. Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.

5. Income of a Live-In Aide, foster child or foster adult as defined.

6. The full amount of student financial assistance paid directly to the student or to the educational institution. Loan proceeds are not considered income.

7. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

9. Income from Assets when the total value of assets held by the Family is less than $50,000[21].

10. Amounts received from the following programs:

    a. Amounts received under training programs funded by HUD, or other qualifying training program funded in whole or in part through Federal, State or local government sources. (See Exhibit C for additional information).

[21] Approved MTW – FY 2004

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 which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Among the programs to which this applies are the Community Work Experience and Employment School Program. This provision would also apply to amount received to cover transportation costs of a Volunteer Firefighter.

d. A resident service stipend (not to exceed an average of $ 781.50 per month) received by a resident for performing a service for the owner (HA) or participating in activities, on a part-time basis, that enhance the quality of life in the development and/or increase the economic self-sufficiency of the resident through education and training.[22] As determined by the Housing Authority, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time. The maximum amount payable as a resident service stipend and excluded from income will be reviewed annually and adjusted to reflect any COLA increase approved for KCHA administrative staff beginning with the first full pay period of November 2024.

11. Non-recurring income, which is generally income that will not be repeated in the coming year based on information provided by the family. Nonrecurring income also includes income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:.

    a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    b. Direct Federal or State payments intended for economic stimulus or recovery.
    c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
    e. Amounts received from the Housing Authority, State or Local government or other entity or agency partner that are specifically intended to reimburse (in whole or in part) out-of-pocket utility expenses paid by the household.[23]

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[22] Approved MTW – FY 2008 set at $500, updated FY 2023 to increase amount and implement annual COLA.
[23] Proposed MTW – FY 2026 – May Board

f. Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.,* wedding gifts, baby showers, anniversaries).
g. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
h. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

12. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

13. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

14. Civil rights settlements or judgments, including settlements or judgments for back pay.

15. 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.

16. Adoption assistance payments.

17. Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum payment or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

18. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

19. 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.

20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit..

21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from

gross income under the Internal Revenue Code or other Federal law.

23. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

24. Income earned on amounts placed in a family's Family Self Sufficiency Account.

25. The following types of trust distributions:
    a. For a trust held outside of the control of the family:
        i. Distributions from the principle or corpus of the trust and
        ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    b. For a trust held under the control of the family, any distributions from the trust. Any actual income earned by the trust shall be counted as income, per Exhibit C of this plan.

26. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. As described in 24 CFR 5.609(b)(22) HUD will publish notice in the Federal Register to identify and update benefits that qualify for this exclusion when necessary. Items listed below are those most recently listed by HUD as of January 30, 2024.

    a. The value of the allotment provided to an eligible household, regardless of the form of the allotment, under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]). This exclusion also applies to assets.

    b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044[f], 42 U.S.C. 5058). are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for Nationals and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or great than the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greatest (42 U.S.C. 5044 (f)(1)). This exclusion also applies to assets.

    c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c)). This exclusion also applies to assets.

d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C 5506). This exclusion also applies to assets.

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f)(1). This exclusion also applies to assets.

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L.94-540, section 6). This exclusion also applies to assets.

g. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court the interests if individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C 1407 - 1408). This exclusion also applies to assets.

h. Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal work study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).

i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056g).

j. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the **In Re Agent** product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.

k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat 1785). This exclusion also applies to assets.

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

m. Any earned income tax credit (ETIC) received on or after January 1, 1991 (26 U.S.C. 32 (J)). This exclusion also applies to assets.

n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).

o. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433 section 2). This exclusion also applies to assets.

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).

q. Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).

r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102 (c)). This exclusion also applies to assets.

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241 (a)(2))

t. Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966 (42 USC 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.

u. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990. Pub. L. 101-503 section 8(b)). This exclusion also applies to assets.

v. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4))

w. Any amounts (i) not received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. §1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs under the Native American Housing Assistance and Self Determination Act (NAHASDA).

x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Coball et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution act of 2010 (Pub. L. 111-291 section 101(f)(2)). This exclusion also applies to assets..

y. Any amounts in an "individual development account" are excluded from assets and any assistance, benefit or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, (42 U.S.C. 604(h)(4)).

z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amounts of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).

aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets.

bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09 or subsequent or superseding notice is excluded from income and assets.

cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116-260, section 501 (j)) and the American Rescue Plan Act of 2021 (Pub. L. 117-2 section 3201). This exclusion also applies to assets.

14: EXHIBIT C - CLARIFICATIONS ON INCOME, ASSETS ANDALLOWANCES

I. ANNUAL INCOME

A. GENERAL RULE

Annual Income is the gross income anticipated to be received by the Family from all sources during the 12 months following the effective date of admission or reexamination. (See Exhibit A and Exhibit B of this policy for the listing of income inclusions and exclusions.)

To compute the Annual Income, the HA will:

1. Use current family circumstances to anticipate income unless the verification forms indicate an imminent change.

2. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an Interim or Special Reexamination may be processed.

To annualize full-employment, the HA will multiply:

1. Hourly wages by 2080

2. Weekly wages by 52

3. Bi-weekly wages by 26

4. Semi-monthly wages by 24

5. Monthly amounts by 12

B. NON-WAGE INCOME

Count **any benefit income** or other **non-earned income** (TANF, SSI, Social Security, unemployment benefits, etc.) paid to or on behalf of household members, including minors – unless the income is from a source specifically excluded under Exhibit B. However, DO NOT prorate income from Social Security or SSI due to receipt of Cost-of-Living adjustments that are anticipated to be received in the following year. Cost-of-Living adjustments to Social Security or SSI are only to be applied at each household's lease Anniversary date effective January 1st and after of any given year.

C EMPLOYMENT INCOME

Count the gross income (before deductions for taxes, etc.) anticipated from employment (wages, salaries, overtime pay, commissions, fees, tips, bonuses and other

compensation for personal services) of the family's Head of Household, Spouse and/or Co-Tenant. In addition, count the gross income (before deductions for taxes, etc.) anticipated income from employment (wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services) for other household members age 21 and older. DO NOT include employment income from household members under age 21, other than the Head, Spouse or Co-Tenant.

D. INCOME FROM ASSETS

Income from Assets will not be considered in the calculation of Family Income when the total value of Assets held by the family is less than $50,000.

When the family has assets of more than $50,000, use the greater of:

1. Actual income from assets or

2. Imputed income from assets based upon the HA Established passbook rate. The passbook rate must be within 75 basis points of the Savings National Rate.

E. INCOME FROM TEMPORARILY ABSENT FAMILY MEMBERS

Count all of the income of every family member who is on the lease including those who are temporarily absent. In addition, count the income of the spouse of the head of household if that person is temporarily absent, such as away at college or in the Armed Forces, even if that person is not on the lease (See Exhibit B for Income Exclusions).

F. INCOME OF PERSONS CONFINED TO A HOSPITAL OR NURSING HOME

If a household member is confined to a nursing home or hospital on a long-term basis, allow the family to remove that family member's name from the lease, exclude the income, and do not allow any deductions for the individual removed from the lease. The family member would be considered to permanently absent and the Family would be placed on the waiting list for a transfer to a smaller bedroom size unit at their next annual review (if applicable).

G. REGULAR CONTRIBUTIONS AND GIFTS

Count as income regular contributions and gifts from persons outside the household. This may include rent or utility payments regularly paid on behalf of the family (except as excluded under Exhibit B), and any other cash or non-cash contributions provided to the family on a regular basis. In determining whether contributions should be counted, consider whether these contributions make up a regular portion of the family's annual income or whether they are sporadic or casual contributions, which should not be counted. Bartering in lieu of cash payment is to be counted as income.

H. ALIMONY OR CHILD SUPPORT

Count amounts awarded as part of a divorce or separation agreement unless the applicant certifies that the income is not provided and documents that the required efforts have been made to collect these amounts. (See Verification Requirements, Exhibit G) This also applies to situations where an applicant states they are receiving less than specified in the court judgment or settlement agreement.

I. EARNED INCOME TAX CREDIT

Earned income tax credits and other tax credits as described in Exhibit B will not be used in calculating annual income.

J. LUMP-SUM PAYMENTS COUNTED AS INCOME

Generally lump-sum amounts received by a family are considered assets, not income (inheritances, insurance settlements, proceeds from the sale of property, etc.). Lump-sum payments made because of a delay in processing unemployment or welfare benefits are counted as income.

However, a lump-sum payment for the delayed start of a periodic payment from SSI and Social Security is not counted as income.

K. IMPUTED WELFARE INCOME/WELFARE BENEFIT REDUCTION

The Imputed Welfare Income is the difference between the welfare payment the Family receives and the welfare payment the Family would have received had it not been reduced and is based on information presented by the welfare agency. The imputed welfare income is to be included in the calculation of the Family Income along with the Family's other income.

The reduction of welfare benefits by the welfare agency, in whole or in part for a family member, is 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 the agency's requirement to participate in an economic self-sufficiency program.

However, "Imputed Welfare Income" does not include a reduction or termination of welfare benefits:

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. The Housing Authority will work with the welfare agency in order to receive written information regarding the amount and term of any welfare benefit reduction for a family member, and the reason for such reduction, as well as information which will also inform the Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction.

The Housing Authority will only include Imputed Welfare Income in annual income if the family was an assisted resident at the time of the sanction.

If the family is not satisfied that the Housing Authority has calculated the amount of Imputed Welfare Income correctly and if the Housing Authority denies the family's request to modify such amount, the Housing Authority will give the resident written notice of such denial, with a brief explanation of the basis for the determination of the amount of Imputed Welfare Income. The notice shall also state that if the resident does not agree with the determination, the resident may file for a grievance hearing in according with the Authority's Grievance Procedure. 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.

1. The Housing Authority is responsible for determining the amount of Imputed Welfare Income that is included in the family's annual income as a result of a welfare benefits reduction as determined by the welfare agency.

2. The Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency is correctly determined by the welfare agency, nor for providing the opportunity for review or hearing on such welfare agency determinations.

L. INCOME FROM A BUSINESS (INCLUDES SELF-EMPLOYMENT OR OTHER BUSINESS INCOME)

Consider business expenses in computing the family's net income from a business. Generally, net income equals gross income less:

3. Depreciation (computed on a straight-line basis),

4. Interest payments on loans and

5. Other business expenses, except expenses related to business expansion or capital improvements.

Count as income any withdrawals of cash or assets by the family from the business unless the withdrawal is for reimbursement of amounts the family invested in the business.

M. INCOME OF FOSTER CHILDREN

Income for care of foster children or foster adults is excluded.

N. INCOME OF A LIVE-IN AIDE

Income received by a live-in aide is excluded and no deduction is allowed. While a relative is not prohibited from serving as a live-in aide (and thus, having their income excluded), they must prove that:

1. They are essential to the care and well-being of the family member (for an elderly person, person with disabilities or a near-elderly person) and not obligated for their support; and

2. They must be one who would not be living in the unit except to provide the necessary supportive services.

O. STUDENT FINANCIAL ASSISTANCE

Student financial assistance paid directly to the student or to the educational institutions shall not be counted as income.

P. RESIDENT STIPEND

A resident stipend is an amount received by a resident for performing a service for the owner (HA) on a part-time basis that enhances the quality of life in the development and/or increases the economic self-sufficiency of the resident through education and training[22]. As determined by the Housing Authority, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. It should be emphasized that if an owner (HA) pays a resident more than the approved KCHA exclusion limit (See Exhibit B, Income Exclusions), then the entire amount received is counted as income. There is no limit as to the number of stipends a family may receive; however, each family member may only exclude one stipend at a time.

Q. PAYMENTS AWARDED TO VIETNAM VETERANS AFFECTED BY "AGENT ORANGE"

Payments awarded to Vietnam Veterans affected by "Agent Orange" are to be treated as follows:

1. Lump-sum payments would not be counted as annual income, but would affect total assets.

2. Periodic payments would be counted as annual income.

R. HOUSEHOLDS WITH ZERO INCOME, ZERO RENT OR EAS REIMBURSEMENT

If at any time the family reports zero income, is placed on a zero rent or receives an EAS Reimbursement, Special Reviews must be clearly set for definite times as outlined in Section 10. In addition, controls such as the required submission of monthly budgets by the household, will be used to ensure compliance with income reporting requirements.

If an EASY Rent or WIN Rent household appears eligible to receive certain sources of income, (TANF, unemployment, etc.,) but claims they do not receive such benefits, the family shall be required to document that they are not receiving income to which they are entitled. Families who do not access all available sources of income are not eligible to be granted relief from the calculated rent under KCHA's Hardship Policy.

S. EXCLUSION OF INCOME RECEIVED UNDER TRAINING PROGRAMS FUNDED BY HUD OR OTHER FEDERAL, STATE OR LOCAL GOVERNMENT SOURCES

Exclusion of income received under training programs funded by HUD includes amounts received such as stipends, wages, transportation payments, and child care vouchers received pursuant to the training program. Income received as compensation for employment is excluded only if the employment is a component of a training program. The exclusion of income earned is allowed only during the job training program, or training oriented employment, but not during employment secured or maintained once all training has been completed.

To qualify as acceptable training-oriented employment for the purposes of excluding income the training must have clearly defined goals and objectives and is for a pre-determined, limited time period, and initially, not to exceed one year. It is acceptable that the program use both HUD and/or government funds and non-HUD/government funds, but the HUD and/or other government funding must be the material portion of the total funding designated for the training programs. This provision excludes <u>all</u> income received under the training program during the time that the resident is participating in the training program.

II. ASSETS

A. VALUING ASSETS

Since the cash value of assets is used in this computation, consideration must be given to expenses involved in selling or converting assets to cash. Cash value is the market value of the asset minus reasonable costs that were or would be incurred in selling or converting the asset to cash, such as:

1. Penalties for premature withdrawal of funds (for IRA, Keogh, time deposits, etc.);

2. Broker and legal fees for selling or converting assets to cash; and

3. Settlement costs for real estate transactions.

The cash values of the following are examples of assets that are to be considered in the calculation of income:

1. Current amounts in savings accounts and the average balance of the last six months in checking accounts, where such average balance has exceeded $1,000; (includes amounts deposited in credit unions)

2. Stocks, bonds, savings certificates, money market funds and other investment accounts;

3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. Do not include equity in an owner-occupied cooperative or manufactured housing unit if the family intended to continue living in the cooperative unit or manufactured housing home after being admitted to the Section 8 program. For real estate, have tenant certify the estimated Fair Market Value (no appraisal needed) and subtract mortgage and established costs (i.e., attorney's fees, closing costs, etc.).

4. The cash value of any trusts available to and under the control of the family. Do not include the value of trusts that are outside the control of the family. The value of the trust fund outside of the control of the family will not be considered an asset so long as the fund continues to be held in trust. Income distributed from the trust shall be counted when determining the family's annual income in the following manner:

    a. For any trust held outside the control of the family:
        i. Do not include distributions from the principle or corpus of the trust.
        ii. Do not include distributions of income from the trust when those distributions are used to pay the costs of health and medical care expenses for a minor.
        iii. Include all other distributions of income from the trust.

    b. For a revocable trust under the control of the family,
        i. Any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
        ii. Distributions from the trust shall not be considered income, as they were counted when the income was earned by the trust.

5. IRA, Keogh, and similar retirement savings accounts. These are included because participation is voluntary and the family has access to them, even though withdrawal would result in a penalty.

6. Company retirement/pension funds.

    a. While the family member is employed, include amounts the family can withdraw without retiring or terminating employment.

    b. At retirement or termination or employment, count as an asset any amount the member elects to receive as a lump sum. If the benefits will be received through a periodic payment, include the benefit in annual income.

7. Assets disposed of for less than Fair Market Value.

    a. For any assets the family has disposed of for less than Fair Market Value during the two years prior to the effective date of the admission or reexamination being processed, count the difference between the market value and actual amount received.

    b. Assets disposed of as a result of foreclosure or bankruptcy is not considered assets disposed of for less than Fair Market Value.

    c. Small amounts, such as charitable contributions, under $1,000 will not be counted. If value of the disposed assets is over the $1,000, the entire amount will be counted.

    d. Assets disposed of as a result of a divorce or separation agreement are not considered disposed of for less than Fair Market Value if family has received consideration not measurable in dollar terms.

    e. Verification of assets disposed of for less than Fair Market Value will be verified by applicant certification. Only those certifications that warrant it will be verified.

8. Business assets are not considered in determining the value of net family assets; however, if business assets have been disposed of for less than Fair Market Value in the past two years preceding the effective date of the reexamination or move-in, the difference between the amount realized and the Fair Market Value is included in the net family assets. In this regard, business assets are treated the same as any other family asset.

9. Assets Owned Jointly

    If assets are owned by more than one person and the Applicant/Tenant has unrestricted access to the asset, the full value of the asset is counted.

10. Lump-Sum Receipts

    Includes inheritances, capital gains, one-time lottery winnings, settlements on insurance and other claims, etc.

11. Personal Property Held as an Investment

    Includes gems, jewelry, coin collections, or antique cars held as an investment. If the family does not know the Fair Market Value, verification is required. An applicant's wedding ring and other personal jewelry are considered necessary personal property and not assets.

12. Cash Value of Life Insurance Policies.

13. "Loaning" of Family Assets

    In situations where the family claims to have "loaned" assets to other private parties (relatives, friends, neighbors, etc.), the HA will continue to count the asset as under the family's control and continue to count the net cash value of the asset - letting the family deal with actually recovering the money at some time in the future.

    If the family claims they gave the asset away, however, the HA would consider it an asset "disposed of for less than Fair Market Value" and calculate the income based on that procedure.

B. ITEMS NOT COUNTED AS ASSETS

1. Necessary personal property (furniture, clothing, cars, etc.).

   In distinguishing necessary personal property from assets, consider the following:

   a. Necessary personal property usually is not expected to increase in value, and

   b. Necessary personal property is usually used by the owner.

2. Vehicles especially equipped for the handicapped.

3. Assets not accessible to the family and which provide no income for the family.

4. Interest in Indian trust lands.

5. Assets that are a part of an active business or farming operation.

6. The equity in owner-occupied cooperatives and manufactured homes in which an assisted family lives.

III. ADJUSTED INCOME – ALLOWABLE EXPENSES (DEDUCTIONS)

A. **CHILD CARE EXPENSES:** *Not available to Fixed Income “Easy Rent” Households[3]

Reasonable Child Care expenses for the care of children, including foster children, under age 13 are permitted when such care is needed to enable a family member to work or to further his/her education (academic or vocational). In order to qualify for a child care deduction, the Family must demonstrate that:

1. No adult household member is available to provide care during the hours needed
2. The amount submitted for deduction is reasonable in terms of costs, number of hours and type of care;
3. The amount of child care expense (which enables a family member to work) does not exceed the resulting employment income earned and included in the calculation of the household's monthly rent. When more than one family member works, it should be assumed that the child care expense enables the lowest paid individual to work, unless this is obviously not the case;
4. The amount is not paid to a family member living in the household;
5. The amount is not paid or reimbursed by an agency or individual outside the household. The applicant's written certification is needed as to whether any of the child care payments have been or will be reimbursed by outside sources. If only a portion of the child care expense is reimbursed, the remainder would be considered for deduction.
6. If the child care provider also cares for other family members, the amount for the care of children under 13 must be prorated.
7. The amount is not paid for the care of any child under age 13, who resides in a household operating an in-home child care facility. Such households will be determined able to provide care for their own household members and will not be eligible for a reduction from gross income in such cases.

Child support payments for children who do not live in the unit are not considered child care payments and, therefore, are not included in this allowance.

The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Child Care Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

B. **HANDICAPPED ASSISTANCE EXPENSES**[3]

Households may deduct anticipated expenses for attendant care and auxiliary apparatus for a family member who is a person with disabilities (according to the HUD definitions) if such expenses enable a family member (including the person with disabilities) to be employed. The amount of the deduction **may not exceed the employment income received** by the family member who is able to work as a result of the provision of attendant care or auxiliary apparatus for the person with disabilities.

Any family with a handicapped or disabled family member may qualify for this allowance even if neither the Head of Household nor spouse is handicapped or disabled.

1. For households under KCHA's WIN Rent program, out-of-pocket expenses under this category will be combined with out-of-pocket Child Care Expenses, if any, when determining Adjusted Annual Income for the household.

2. Under the EASY Rent program, out-of-pocket expenses in this category will be combined with out-of-pocket Medical Expenses, if any, when determining Adjusted Annual Income for the household.

Auxiliary apparatus includes items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. which directly relate to permitting the handicapped/person with disabilities or other family member to work. If the apparatus is a specially-equipped van, the expense is to be based on the difference between it and the cost of a regular, moderately priced car.

Attendant care expenses may be paid to a relative only if it is determined that the relative is not a member of the family.

When a child care provider takes care of children under age 13 and a handicapped/disabled member 13 years or older, expenses must be prorated appropriately since the way in which child care and handicap expenses are computed differ.

C. **MEDICAL EXPENSE DEDUCTION**[3]

Allowances for medical expenses when **total "out-of-pocket" unreimbursed expenses exceed $2,500.**

A deduction will be provided for the **medical and/or disability expenses** related to the care of elderly and/or disabled family members only.

The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Medical Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

Under KCHA's Hardship Policy, a WIN Rent Household may qualify for a Medical Deduction only when it can be demonstrated that the household's childcare and medical costs, and calculated Total Tenant Payment (TTP = Rent + Energy Assistance Supplement) results in the household facing an "extraordinary cost of living".

In calculating the household's eligible expense level, include expenses that are not covered by outside sources, such as insurance, and that are anticipated to be incurred during the next 12 months following the family's examination/reexamination. Additionally, include the portion of expenses that were incurred during the 12 months prior to the annual review but were paid prior to the currently scheduled reexamination. Expenses such as the following would be allowed:

a. Services of doctors and health care professionals.

b. Services of health care facilitators.

c. Medical insurance premiums, including premiums paid for long-term care insurance.

d. Prescription medicines.

e. Transportation to and from treatment facilities.

f. Dental expenses (including the costs of obtaining/repairing dentures).

g. Eyeglasses, hearing aids, batteries.

h. Live-in attendant or periodic medical assistance.

i. Monthly payment(s) on accumulated medical bills.

j. Costs associated with the use of a service animal trained to assist persons with physical disabilities. Grooming parlor expenses associated with luxury-type care, and costs incurred for boarding an animal when not in use are excluded.

IV. GUIDELINES FOR IMPUTING INCOME FROM ASSETS

These guidelines are to be used only if the total family assets are greater than $50,000. No income from assets is included in Annual Income when the value of total family assets is less than $50,000[8].

STEP I. Determining Whether Imputing Income is Necessary:

A. Multiply the total assets by .75% (.0075).

B. Calculate the actual income received from all assets.

C. Compare the totals from A and B above and follow the applicable instructions below:

- If A is **less than B, STOP HERE**. The ACTUAL income from assets will be used to determine total family income. **NO FURTHER CALCULATIONS ARE NEEDED.**
- If A is **greater** than B, **CONTINUE TO STEP II** to determine if you must impute income from assets.

STEP II. Calculating Disposal Costs

Use the following guidelines to determine the disposal of each family asset:

TYPE OF ASSET	DISPOSAL COST
Real Estate	10% of the assessed value
Mobile Homes	10% of the assessed value
Time Deposits or CD's	
7-31 Days	All of the interest earned, or 1/2 of the interest that could have been earned, whichever is greater
32-364 Days	One month's interest
12-59 Months	Three months' interest
60-120 Months	Six months' interest
Stocks, Bonds, Annuities, Mutual Funds, etc.	Brokerage rates vary, contact the agent listed on the verification for a written estimate of disposal costs.
Savings, Checking, Money Markets	Generally, no disposal costs

STEP III. Calculating a Net Asset Value

A. Deduct any applicable disposal cost found in STEP II above from the value of the corresponding asset. This is the Net Value of the Asset. (If an asset has no disposal costs, its Net Asset Value is the Actual Value of the asset).

B. Calculate the family's TOTAL NET ASSET VALUE*

STEP IV. Calculating Imputed Income from Assets

Multiply the figure found in Step III. b. above (Total Net Assets) by .75% (.0075). This is the IMPUTED INCOME FROM ALL ASSETS.

STEP V. Comparing Imputed and Actual Income from Assets

A. Compare the Imputed income found in STEP IV above to the total actual income from assets (from STEP I. b.)

B. The amount added to the family's annual income is the greater of the imputed income found in STEP IV or the actual income from assets.

15: EXHIBIT D - INCOME BANDS AND GROSS RENT TABLE FOR THE WIN RENT PROGRAM[16]

Income Bands and Gross Rent Table for the Win Rent Program
Effective January 1, 2026

Annual Adjusted Gross Income	Monthly Table = Total Tenant Payment (TTP)*
Less than $1,000	0
1,000 - 1,999	26
2,000 - 2,999	52
3,000 - 3,999	78
4,000 - 4,999	103
5,000 - 5,999	129
6,000 - 6,999	155
7,000 - 7,999	181
8,000 - 8,999	207
9,000 - 9,999	233
10,000 - 12,499	258
12,500 - 14,999	323
15,000 - 17,499	388
17,500 - 19,999	452
20,000 - 22,499	517
22,500 - 24,999	581
25,000 - 29,999	646
30,000 - 34,999	775
35,000 - 39,999	904
40,000 - 44,999	1,033
45,000 - 49,999	1,163
50,000 - 54,999	1,292
55,000 - 59,999	1,421
60,000 - 64,999	1,550
65,000 - 69,999	1,679
70,000 - 74,999	1,808
75,000 and above	31% of Total Gross Monthly Income

***The above table represents Total Tenant Payment amounts under the WIN Rent program ONLY,** as detailed in this ACOP. In general, the actual Tenant Rent due is equal to the TTP (above), less any applicant KCHA established Energy Assistance Supplement for the

unit. If the Tenant Rent is less than the established Minimum Rent of $25, the Tenant Rent will be applied as calculated, including any Energy Supplement Reimbursement, for a period of no more than 6 months. After 6 months, Minimum Rent will be applied.

For households with income equal to $75,000 or more, the TTP is equal to 31% of the household's total Gross Monthly Income.

In limited circumstances, KCHA has entered into mixed finance operating agreements under the Low Income Housing Tax Credit program (LIHTC). Where LIHTC regulations limit the amount of rent that can be charged to a resident to an amount below that show above (and calculated according to WIN Rent program policies), the lower LIHTC rent maximum will be applied.

16: EXHIBIT E - INCOME LIMITS

THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON
Public Housing Program/Section 8 Project-Based

INCOME LIMITS
Effective April 1, 2025

Family Composition	Extremely Low-Income	Very Low-Income	Low-Income	Over-Income*
1 person	$33,050	$55,000	$84,850	$132,000
2 person	$37,750	$62,850	$96,950	$150,840
3 person	$42,450	$70,700	$109,050	$169,680
4 person	$47,150	$78,550	$121,150	$188,520
5 person	$50,950	$84,850	$130,850	$203,640
6 person	$54,700	$91,150	$140,550	$218,760
7 person	$58,500	$97,450	$150,250	$233,880
8 person	$62,250	$103,700	$159,950	$248,880
9 person	$66,050	$110,000	$169,650	$264,000
10 person	$69,800	$116,300	$179,350	$279,120
11 person	$73,600	$122,550	$189,000	$294,120

* Applies to current Public Housing residents only. See Section 11.L of this policy for additional information.

ASSET LIMITS
Effective January 19, 1996

Included in the eligibility income is the dollar amount derived from assets. **If the assets exceed $50,000[8],** the eligibility income would include the income derived from the assets or 0.75% of the total family assets, whichever is greater.

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THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON

Public Housing Program

Effective April 1, 2025

Income Limits for Casa Madrona

Olympia, Washington

Family Composition	Extremely Low-Income	Very Low-Income	Low-Income	Over-Income*
1 Person	$24,500	$40,850	$65,350	$98,040
2 Person	$28,000	$46,700	$74,700	$112,080
3 Person	$31,500	$52,550	$84,050	$126,120
4 Person	$35,000	$58,350	$93,350	$140,040

* Applies to current Public Housing residents only. See Section 11.L of this policy for additional information.

ASSET LIMITS

Included in the eligibility income is the dollar amount derived from assets. **If the assets exceed $50,000.00**[8], the initial eligibility income would include the income derived from the assets, or 0.75% of the total family assets, whichever is greater.

17: EXHIBIT F - KCHA DESIGNATION PLAN

PUBLIC HOUSING ALLOCATION PLAN: MIXED-POPULATION BUILDINGS

This Public Housing Allocation Plan replaces the 1997 HUD-approved Allocation Plan, which was renewed in 2002 for an additional two years. Under the 1997 Allocation Plan, the Authority chose to continue serving elderly and young disabled households in the mixed-population buildings. This Plan continues the mixed-population policy and proposes to set aside 78 percent of the units in each development for near elderly (55 to 62 years) and elderly households.

I. HISTORY OF DESIGNATION/ALLOCATION ISSUE

Prior to the early 1980s, King County Housing Authority housed only the elderly (households 62 and older) in public housing developments now serving both the elderly and younger disabled—mixed-population developments. Younger adults with disabilities gained access to these buildings as a result of federal legislation that redefined "elderly family" to include households with a disabled individual as head of household or spouse.

At KCHA and across the country, both staff and existing residents faced new and unfamiliar challenges as the developments' populations began to change over the next two decades. Elderly residents perceived the presence of younger adults as an invasion of their places of residence and felt intimidated by them and the behavior of those with mental and emotional disorders. Staff had to address new conflicts and behaviors that most were not trained to handle.

In 1992, new federal legislation (Cranston-Gonzales Affordable Housing Act) gave housing authorities the authority to designate some or all of their former elderly-only buildings as elderly only or give preference to elderly households. Housing authorities found the legislation and the subsequent regulations issued by HUD burdensome and complex. King County Housing Authority submitted a plan (Allocation Plan) in 1994 that designated all the buildings for mixed populations, a designation option not recognized by HUD regulations—the plan was therefore not "approvable."

In 1996, HUD issued new notices (which are still in effect) to streamline the designation process, based on new legislation (the 1996 Housing Opportunity Program Extension Act). KCHA resubmitted its designation plan in 1997, which reaffirmed its commitment to serving both elderly and younger disabled populations in the same buildings. The policy embodied in KCHA's plan opposed the segregation of the disabled and elderly populations into separate buildings or parts of buildings. HUD approved the Allocation Plan, which KCHA renewed in 2002 prior to the expiration of the five-year period allowed by HUD.

In addition to the Allocation Plan, KCHA pursued a comprehensive strategy to provide quality housing opportunities for elderly and disabled residents, including the following:

- Creation of an in-house support service coordination program to support housing management staff in addressing the support services needs of all residents. Most of the funding for this program comes from HUD's Support Service Coordinators Grants. This program currently includes 10 full-time staff.
- Aggressive pursuit of new Section 8 vouchers (Allocation and "Mainstream" Vouchers) for housing authorities with approved allocation plans. Over the past five years, KCHA has received 1,439 new vouchers for disabled households—1,200 for young disabled households. Had KCHA not pursued HUD approval of its mixed-populations policy, the Authority would not have had access to these vouchers.
- Creation of the Housing Access and Services Program, supported and staffed by a consortium of service systems serving the needs of the elderly and disabled. The HASP program provides intensive case management to all households receiving a Section 8 Allocation or Mainstream voucher for at least the first 12 months of their tenancy.
- Adoption of a Section 8 Project-Basing Policy, which includes the creation of up to 200 housing units in smaller developments with intensive on-site support services, mostly for younger disabled households.
- Ongoing monitoring of the population mix and issues arising from the operation of the buildings as mixed population developments.

The Allocation Plan also provided for the possibility of revisiting and refining the mixed-population policy.

II. RATIONALE FOR REVISITING THE POLICY

1. **Vast Increase of Housing Resources for Young Disabled.** KCHA opposed the designation of any buildings or portions of buildings for one or other population in 1994 and 1997, in part, because the Authority did not want to restrict the access of any population group to the public housing resource. In addition, the needs for both populations in the County vastly exceeded the supply of affordable housing opportunities. The need for both populations remains high, with a substantial predicted growth in elderly households with housing needs over the next decade. Since 1997, the Authority has more than doubled the housing units dedicated to these populations (1,170 public housing units) by successfully competing for 1,200 Section 8 vouchers for the young disabled and 239 for elderly disabled households. In addition, KCHA is committed to project-base up to 200 of these vouchers to create housing units for young disabled households in smaller supportive housing developments.

   Since the vast majority of new housing resources are allocated specifically for younger disabled households, considering the designation of some of the public housing resources specifically for elderly households is justified.

2. **Persistent Challenges.** Despite the investment of substantial resources in the Support Service Coordination Program—10 full-time staff—and ongoing commitment to housing management staffing levels over the past few years, buildings with higher percentages of younger disabled households continue to pose significant challenges for KCHA staff and residents. Residents continue to express their concerns about problems associated with the presence of younger households in the buildings. Management and support services staff's attention to these issues distracts from the task of providing a quality housing environment for all residents.

   In six focus groups held in the summer of 2003 with residents from mixed-population buildings with higher percentages of younger households, residents expressed their appreciation of the diversity in their buildings. All younger households participating in the focus groups did not want to live in a building for younger households only. Most elderly households wanted to live in mixed-population buildings. However, residents cited a range of concerns and issues:

   - Loud music and parties during hours when the elderly want to sleep.
   - Drug use and dealing.
   - Conflicts primarily among younger residents.
   - Extraordinary long process of evicting and dealing with problem tenants.
   - Mentally ill residents decompensating.
   - Lack of safety and security.

   While some or all of these problems occur in most buildings in varying degrees, housing management staff believe they are manageable in buildings with lower percentages of younger households.

3. **Limited and Decreasing Resources.** Housing authorities' ability to ensure high-quality environments for residents in mixed-population buildings depend in large part on adequate financial resources for management and support services. At the federal, level, recent budget decisions have reflected a reduced commitment to funding public housing operations. At the same time, funding for human services at the federal, state and local levels has also declined significantly. Increasing the availability of support services in buildings and housing management staff are an unlikely prospect for addressing ongoing manageability problems in the mixed-population buildings in the current economic and budget climates. A drop in public housing operating and services (Drug Elimination Grant) funding of over $2 million per year has severely limited the Authority's ability to sustain or increase current staffing levels over the long term.

The reasons cited above provide an adequate rationale for revisiting and revising the Authority's Allocation Plan.

III. DESIGNATION POLICY OPTIONS

During a three-month period in 2003, a staff working group considered a range of potential designation options and other solutions to the issues identified above. The input from residents through focus groups provided useful information in structuring the discussion of policy alternatives. Staff also consulted with the Housing Access and Support Services Consortium[24] and the Resident Advisory Board as stakeholder groups representing the interests of elderly and disabled residents and applicants.

No Physical Separation. Based on the recommendations of an advisory group in 1994 and 1997, the Authority did not give consideration to the physical separation of elderly and younger disabled residents in the form of designation of buildings or floors in buildings for one or other population. Resident input from the focus groups conducted in 2003 confirmed that both elderly and younger disabled residents like living in the same developments and don't want to be segregated into different buildings or floors.

Designation of Percentage of Units. The Authority did consider a range of options to designate a percentage of units for one or other population in every building. These options included:

- Two-way designation. Under this option, a percentage of units would be designated for the elderly as well as for the younger disabled. For example, 70 percent of the units in every building could be designated for the elderly and 30 percent for the younger disabled. The effect of such a policy would be that every building will have identical demographic profiles.
- Three-way designation. A percentage of units could be designated for the elderly, a percentage for the younger disabled, and a percentage could be designated as mixed. This option ensures a minimum number of units for each population, but allows variation in the demographic make-up of buildings.
- One-way designation. Under this option, only one population would be assured a minimum percentage of units in every building. Once that percentage is reached, the remainder of the units will be allocated based on who reaches the top of the waiting list.

IV. PREFERRED DESIGNATION OPTIONS

Staff identified two preferred designation options:

[24] The HASP Consortium consists of representatives from all the major systems that provide support services to and advocate for people with disabilities.

1. The **first of these options** is to designate a percentage of units for elderly households in every building and allowing the remainder to be occupied by elderly or younger disabled households. This alternative is reasonable in the light of the vast increase in housing resources dedicated to the younger disabled (1,200 Section 8 vouchers). The specific percentage of units designated for elderly households recommended by staff—65%—is based on the percentage of all units currently occupied by the elderly (68%) and the perception by housing management staff of a manageable population mix (see Attachment A for a building-by-building and total population mix).

   The potential effects of this option include the following:

   - Buildings with less than 65% elderly households will eventually reach 65% elderly and likely remain at that level.
   - The demographics in buildings with a higher percentage of elderly households (more than 65%) are unlikely to change significantly, although some might experience an increase in younger households who are skipped on the waiting list at buildings with lower percentages of elderly households.
   - The maximum number of additional units that will be occupied by the elderly under this option is 61 (see Attachment B for a building-by-building analysis of the effects of this option).

2. The **second alternative** is based on the same rationale as the first, in addition to residents' perception that the behavior and lifestyle of disabled households who are older are more compatible with and not threatening to that of elderly households. Under this rationale, a percentage of units would be designated for a population that includes both the elderly and the "near elderly." Under HUD regulations, near elderly individuals are defined as those who are at least 50 years old. Staff's recommendation under this option is to designate 78 percent of the units in every building for those applicants and residents 55 years and older. This percentage is based on the number of units currently occupied by individuals who are at least 55 years old—78 percent.

   The likely effects of this option include the following:

   - All buildings will have a population mix that include a minimum of 78% individuals with or without a disability who are at least 55 years old.
   - Households with individuals who are at least 55 years old will occupy a maximum of 56 additional units in the mixed population buildings.

Under both preferred options, younger disabled households will "lose" access to a maximum of 61 units. This loss—if it is perceived as such—is relatively insignificant given the increase of 1,200 subsidized housing units in the form of Section 8 vouchers dedicated to younger disabled households over the past five years.

V. POLICY/PLAN RECOMMENDATION

1. All buildings will continue to serve both elderly and younger disabled households.
2. 78% of units in every building will be designated for near elderly and elderly households—head of household or spouse is 55 years or older.
3. Among near elderly applicants (55 to 61 years old), disabled households will receive a priority in admissions. In other words, near elderly persons who do not have a disability will not be offered a housing unit if there are any near elderly households with a disability on the waiting list.
4. KCHA's local preferences will still apply.
5. Transition to the designated percentages will occur through transition only. However, if the Authority obtains new Allocation Vouchers, these vouchers will be offered to current younger disabled residents.
6. Design and implement (if needed) a marketing plan to ensure an adequate pool of younger disabled and elderly applicants to fill vacancies, especially in the light of the high number of hard-to-market studio units in some buildings.
7. The Executive Director may approve the offer of a Section 8 voucher to younger disabled public housing residents for whom a voucher combined with intensive case management provides the best option for the household to remain housed.

In addition to these recommendations, KCHA will also pursue the following courses of action:

1. Implement the Section 8 Project-Basing Policy goal of creating up to 200 supportive housing units mostly younger disabled households.
2. Continue to pursue every opportunity to obtain the maximum number of Section 8 vouchers, including Allocation and Mainstream Vouchers for younger and elderly disabled households.
3. Continue to fund and support the Housing Access and Services Program to provide intensive support services to disabled households receiving an Allocation or Mainstream Voucher.
4. Continue to fund the Support Service Coordinators Program to coordinate and provide support services to residents in the mixed-population developments.
5. Evaluate the role of the Support Services Coordinators Program, investigate best available practices, and develop and implement necessary changes to foster a stronger sense of community and strengthen support services in all buildings.
6. Explore potential changes in housing management practices to improve the management of the mixed-population buildings. This will include evaluating current operations/practices with respect to mixed populations and identifying opportunities

and strategies (“best practices”) to strengthen screening of applicants, problem solving in collaboration with support services staff, and lease enforcement.

18: EXHIBIT G - ACCEPTABLE FORMS OF VERIFICATION

I. INCOME VERIFICATION

Up-front verification of income through EIV will be used when possible to verify and/or validate tenant reported income when completing recertifications and interim reviews of family income and composition. When EIV is not available or disputed, or when verifying data for initial housings or to determine applicant eligibility, verification from other sources will be used as described in Section 8 of this policy and as outlined below:

A. **Employment Verification**

All employment verification forms must provide the following information:

1. Date of hire;
2. Frequency of pay and effective date of the last pay increase;
3. Probability and effective date of any increase during the next 12 months;
4. Bonus, commission and tip amounts, if applicable; and,
5. Manager signature and telephone number

Forms of verification, in order of acceptability, include:

1. <u>Up-Front Income Verification through a HUD system</u>

The verification of income before or during a family reexamination, through a HUD system (i.e., EIV) that systematically and uniformly maintains income information in computerized form for a number of individuals.

2. <u>Up-Front Income Verification through a Non-HUD system</u>

The verification of income before or during a family reexamination, through a Non-HUD system (i.e., Employment Security) that systematically and uniformly maintains income information in computerized form for a number of individuals.

3. <u>Written Third Party</u>

An original or authentic document generated by a third party source dated within the 60-day period preceding the reexamination or HA request date. Such documents may be in the possession of the tenant (or applicant), and are commonly referred to as

tenant-provided documents. Examples include but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Two current and consecutive pay stubs are required when determining income from wages.

4. Written Third Party Verification Form

A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typing). Usually, HA's send the form directly to the third party source by mail, fax, or email.

5. Third Party Oral

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. Documentation of the contact including the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information should be placed in the tenant's file.

6. Non-Third Party Documentation

Tenant Declaration – The tenant submits an affidavit or notarized statement of reported income and/or expenses to the HA. This verification method should be used as a last resort when the HA has been unsuccessful in obtaining information via all other verification techniques. Documentation must be included in the tenant file as to why other forms were not available. This form of verification cannot be used for the convenience of the applicant/participant nor in a situation where an applicant/participant claims to be unable to remember necessary information.

B. **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**.

1. Benefit verification form completed by agency providing the benefits (or computer print-out or other format provided directly from the agency or through HUD's computer matching program.)

2. For Social Security benefits due to age, apply the cost of living factor to the benefits reported on the previous determination of Total Tenant Payment. Re-verify the income of all Social Security benefits under the age of 62 and recipients of Supplemental Security Income (SSI).

3. Award or benefit notification letters prepared and signed by the authorizing agency.

4. For Social Security or SSI payments, bank statements showing the amounts deposited directly into the applicant/tenant account may be used when award letters or benefit verification forms cannot be obtained. However, caution should be taken to ensure that the actual amount calculated as income includes the addition of amounts deducted for Medicare/Medicaid which is not listed on the bank records.

5. If Social Security or SSI cannot be verified as listed above, the applicant/tenant may be asked to present the next benefit check received to the Housing Authority for viewing. The office would then make a notation listing the amount of the check, payee, date, etc., for the file as verification of the income source. **DO NOT photo copy any check issued by a federal agency.**

6. For Social Security and SSI **only**, if none of the above listed verification sources exist, the amount of income received may be verified by a signed certification from the applicant/tenant attesting to the amount. In such instances the applicant/tenant must be informed that a retro rent may apply if subsequent verification indicates the benefit amount was incorrectly reported.

C. **Unemployment Compensation**

1. Computer print-out from the unemployment office stating payment dates and amounts or monetary determination form.

D. **Public Assistance Payments**.

1. HA Verification Form completed by Public Assistance Agency

2. Welfare agency's written statements as to type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.

3. Oral or Computer verification by HA personnel through use of the DSHS 1-800 hotline or similar data verification system established by DSHS for such purposes.

E. **Alimony or Child Support Payments**.

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. If an applicant/tenant who is eligible for child support states they are not receiving it or they are receiving less than the total amount they are entitled to receive, third party verification is required to support this. The entire amount indicated in the court papers is to be used to calculate income unless documentation indicates otherwise.

3. Acceptable documentation includes:

a. a letter from the applicant's attorney stating they are not receiving the amount they are entitled to receive or

b. a letter for Support Enforcement stating the above, or

c. a copy of any revised court documents.

F. **Net Income From A Business**

The following documents show income for the prior years. Consult with tenants and use this data to estimate income for the next 12 months.

1. IRS Tax Return; Form 1040, if any:

   a. Schedule C (Small Business)

   b. Schedule F (Farm Income)

   c. Schedule E (Rental Property Income)

2. Audited or unaudited financial statement(s) of the business.

3. Loan Application listing income derived from the business during the previous 12 months.

4. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

G. **Recurring Gifts**

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

2. Applicant's notarized statement or affidavit that provides the information in G.1. above.

H. **Scholarships, Grants, and Veterans Administration Benefits for Education**

These are excluded from income.

II. ASSET VERIFICATION

Applicants and residents will be allowed to self-certify the value of assets less than $50,000. Income from assets valued less than $50,000 will not be included in the calculation of household income[8].

When the total combined value of household assets is $50,000 or greater, the following verification procedures apply:

A. **Family Assets Now Held.**

For non-liquid assets, collect enough information to determine the current cash value - the *net* amount the family would receive if the assets were converted to cash.

1. Verification forms, letters or documents from a financial institution, broker, real estate agent, etc. indicating current value of the asset and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.

2. Passbooks, checking account statements, certificates of deposit, bonds or financial statements completed by a financial institution or broker. Use current balance in savings account and average monthly balance in checking account for the last 6 months, when the average balance of the checking account is greater than $1,000. Verification requirement does not apply where only a nominal balance is maintained in the checking account in order to meet the family's day-to-day living expenses – defined as an average 6 month balance of $1,000 or less.

3. Quotes from attorneys, bankers, stock brokers or realty agents as to net amount family would receive if they liquidated securities or real estate.

4. Real estate tax statements if tax authority uses approximate market value.

5. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.

6. Appraisals of personal property held as an investment.

7. Applicant's notarized statements or signed affidavits describing assets or to verify cash held at the applicant's home or in safe deposit boxes.

B. **Assets Disposed of For Less Than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**.

1. For all certifications and recertifications, family's certification as to whether any member has disposed of assets for less than FMV during the two years preceding effective date of the certification or recertification.

2. If the family certifies that they did dispose of assets for less than FMV -- a certification that shows:

   a. all assets disposed of for less than FMV,

b. the date they disposed of the assets,

c. the amount the family received, and

d. the assets' market value at the time of disposition.

C. **Savings Account Interest Income and Dividends**.

1. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.

   a. Current interest amount can be obtained by contacting the source by phone and properly documenting the Verification Form.

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

3. If an IRS Form 1099 from the financial institution is acceptable, adjust the information to project earnings expected for the next 12 months.

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

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the applicant is NOT sufficient since appropriate breakdowns of interest and principal are not included.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

E. **Rental Income from Property Owned by Applicant.**

(Owners must adjust these amounts for changes expected during the next 12 months.)

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

2. Copies of latest rent checks, leases, or utility bills.

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

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

III. VERIFICATION OF DEDUCTION/ALLOWANCES

A. **Child Care Expenses**

1. Written verification from the person who receives the payments.

   a. If child care is provided by a licensed business, verification on its letterhead stationery will be acceptable.
   b. If child care is provided in a private home (i.e. friend, relative), written notarized verification will be required.
   c. If verification required in (a) or (b) above is not available, copies of tax returns or actual bills and receipts indicating amount paid may be used.

2. Verifications must specify the hours and days during which the care is provided, the names of the children cared for and the frequency and amount of compensation received.

   a. Need to determine "reasonable hours" and "reasonable costs for the jurisdictions" (as costs may often vary by seasons.)

B. **Medical Expenses.**

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., including:
   a. The estimated medical costs to be incurred by the applicant and of regular payments due on medical bills

   b. Extent to which those expenses will be reimbursed by insurance or a government agency.

2. The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant plus a copy of a receipt, canceled check or pay stub.

3. Social Security Administration's written confirmation of Medicare premiums to be paid by the applicant over the next 12 months.

4. For Attendant Care.

   a. Doctor's certification that the assistance of an attendant is medically necessary.

b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family (or copies of canceled checks the family used to make those payments).

c. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

5. Receipts, canceled checks or pay stubs that indicate health insurance premium costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.

6. Copies of payment agreements with medical facilities or canceled checks that verify payments made on outstanding medical bills that will continue for all or part of the next 12 months.

7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.

C. **Handicapped Assistance Expenses**

1. Attendant care: In all cases, written certification from a doctor or a rehabilitation agency that the person with disabilities requires the services of an attendant or the use of auxiliary apparatus to permit the person with disabilities to be employed or to function sufficiently independently to enable another family member to be employed.

   a. Attendant's written certification as to amount received from the applicant/tenant, frequency of receipt, hours of care provided and/or copies of canceled checks applicant/tenant used to make those payments.

2. Auxiliary apparatus: in all cases, written certification from a doctor or a rehabilitation agency that the person with disabilities requires the services of an attendant or the use of auxiliary apparatus to permit the person with disabilities to be employed or to function sufficiently independently to enable another family member to be employed.

   a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.

   b. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

c. Family's written certification as to whether they receive reimbursement for any of the expenses in Paragraphs 1 and 2 above and the amount of any reimbursement received.

III. OTHER GENERAL VERIFICATION

A. **Family Type**

1. **For an Elderly household age may be verified by:**

   a. a copy of a birth certificate, baptismal certificate, census record, or

   b. receipt of SSI Old Age benefits or Social Security retirement benefits.

2. **For Disabled Head or Spouse**

   a. An applicant or Participant/Tenant receiving Social Security benefits or Supplemental Security Income (SSI) disability benefits will be considered to be disabled under HUD's definition, (an applicant receiving veteran disability benefits, however, does not necessarily qualify as disabled under HUD's definition). A family who is not receiving either of the above benefits may still qualify by providing verification from a health or service professional.

   b. After admission, a family must continue to qualify as a disabled family at the time of their annual reexamination in order to continue to be considered a disabled household member. However, a person with disabilities who "recovers" can remain in subsidized housing but is no longer considered disabled for deduction purposes.

B. **Membership in Family**

1. Self-certification of family membership will be accepted at the time of an applicant family's initial admission to the program. After initial admission to, verification of family relationship will be required for all person(s) added to the household. In such cases the following verifications would be acceptable:

   a. Marriage certificate, birth certificate, adoption papers and/or custody agreements.

C. **Medical need for larger unit.**

1. Certification from a reliable medical source that such arrangements are medically necessary.

V. VERIFICATION FOR TENANT SELECTION PREFERENCES

A. **Local Preference 1:**

1. **Involuntarily Displaced.** Applicants will be considered involuntarily displaced if they are currently displaced and are not living in standard permanent replaced housing, or provide verification that displacement will occur within the next six months. Required verification includes:

   a. Written certification from a unit of government concerning displacement due to a disaster;

   b. Written certification from a unit of government concerning displacement due to code enforcement or public improvement/development;

   c. Certification from an owner concerning displacement due to Owner action

      1. An applicant will not be considered displaced unless there was a prior rental agreement between the owner and the applicant. Verification must include a rental agreement and canceled checks or money orders showing rental payment for not less than 90 days.

      2. The individual serving the notice of displacement must legally own the property in which the applicant resides. (Renters can't displace.)

   d. Certification from local police, social service agency, court of law, physician or public/private shelter/counseling facility concerning displacement due to domestic violence (verification must indicate that instances of violence are of a recent or a continuing nature). An applicant who qualifies for a Federal Preference based on domestic violence must certify that the abuser will not reside with the applicant without prior HA approval.

   e. For displacement due to reprisals, certification from a law enforcement agency indicating that family members provided information on a criminal activity and that the agency recommends relocating the family to avoid or minimize the risk of violence due to retaliation.

   f. For displacement due to hate crimes of a recent or continuing nature, certification from a law enforcement agency stating that the family member has been a victim of a hate crime and has vacated the housing unit because of such a crime.

   g. For displacement due to inaccessibility, certification by a health care professional that a family member has a mobility or other impairment that makes the current unit inaccessible and a statement by the owner that they are not legally obligated to make the necessary changes to the unit.

h. For displacement due to HUD disposition of a multifamily project, certification by HUD of the disposition.

2. **Substandard Housing**. Applicants will be considered to be living in substandard housing if they (a) qualify as a homeless family (as defined in Section 1); or, (b) are living in a unit that is considered dilapidated, does not have operable indoor plumbing, a flush toilet, a usable bathtub or shower, adequate electrical service, a kitchen, an adequate heat source, or has been declared unfit for habitation.

   Required verification includes:

   a. Written certification from a unit of government that the unit's condition meets the federal definition of substandard;

   b. Written certification from an applicant's current landlord that the unit's condition meets the federal definition of substandard;

   c. For "homeless families," written certification of their status from a public/private facility providing shelter to the family, from local police or a social service agency. (This includes applicants receiving HOPWA funding.)

3. **Paying more than 50 percent of Income for Rent and Utilities**. Applicants will be considered to be rent burdened if they are (a) paying more than 50% of their income for rent and utilities, **and**, have been paying this amount for more than 90 days. Applicants will not qualify for this preference if the reason they are paying more than 50% of their income is because their housing assistance under the Section 8, Public Housing, Rent Supplement, or Section 236 program was terminated for refusal to comply with applicable program policies and procedures.

   Required verification to document eligibility includes:

   a. Third party verification of all income sources, as required by the HA;

   b. For rent, an applicant is required to produce a copy of either a lease (rental agreement) or rent receipts showing the applicant has been paying over 50 % of their income for rent for the previous 90 day period. If the submitted documentation is not satisfactory, however, further information will be requested.

   c. For utility allowances, an applicant can choose to either:
      1. Use the HA's Section 8 Utility Allowance (if the applicant provides documentation showing the bedroom size of their current unity); or

      2. Provide information (copies of bills, receipts, etc.) of all utility payments made for the prior 12 month period, or if information is not obtainable,

for the entire period of an appropriate recent period (such period shall be no less than six consecutive months).

4. **Extremely Low Income.** Applicants will be considered extremely low income if total verified household income is equal to or less than the higher of the Federal poverty level or 30% of the Area Median Income for their household size.

B. **Local Preference 2:**

1. For the **Special Needs Set-aside** and **Work Training** program, documentation includes verification directly from the partner Agency that the applicant meets the requirements of the program (as outlined in the Memorandum of Understanding entered into with the HA) and has been selected by the Agency to receive one of the allocated set-aside units.

2. For the **Bellevue Homeless Program**, the applicant must document that they (a) are Homeless, as defined in this policy; (b) have a family size that would not result in the unit being over or under occupied; (c) have an income below 50% of the area median income limit, as published by HUD annually and listed in Exhibit E of this policy.

3. For the **Family Restoration** preference, a family will need to provide third party documentation from the appropriate administering agency (Child Protective Services, for example) indicating that the applicant meets the requirements of the policy.

4. For **Executive Discretion**, applicants may be referred for this preference when the Area Property Manager's review of the application results in the determination that the applicant's circumstances are of such an urgent need that a waiver of the waiting list is warranted. Under such circumstances, the Area Property Manager must forward to the Director of Housing Management, their request that a waiver of the waiting list be considered by the Executive Director. Approval of such request by the Executive Director will be in writing and forwarded to the Area Property Manager for attachment to the applicant file.

C. **Local Preference 3:**

Local Preference 3 applicants are determined to have **no preference** on the waiting list and need only to document their eligibility/suitability for the program to which they apply.

VI. SOCIAL SECURITY DISCLOSURE AND DOCUMENTATION

A. Disclosure and Documentation Requirements

All tenants and applicants to the HA's Public Housing Program must disclose and document (as listed in item VI.B below) the complete and accurate Social Security

Numbers (SSNs) assigned to the applicant/tenant and to each member of the household, including live-in attendants and foster children.

1. **A family is required** to disclose and document the proper SSN for each household member. However, the HA may not deny assistance to a *Mixed Family* (see Section 1) due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.

2. **Rules for Applicants**: Submission of SSNs and acceptable documentation must be provided during the applicant's final determination of program eligibility. Applicants **may not be housed in a unit** prior to the submission of required information for **ALL** household members, except as those included as members of a Mixed Family who do not contend to have eligible immigration status (see item VI.A.1 above).

3. **Rules for Current Tenants as of January 31, 2010**: Excluding persons age 62 or over as of January 31, 2010, disclosure and documentation of a complete and valid SSN is required no later than the date of the **next regularly scheduled recertification or interim review** of income, family composition and program eligibility for all occupants who:

   a. Have not previously disclosed a SSN;

   b. Previously disclosed an SSN that HUD or the SSA determined was invalid; or

   c. Have been issued a new SSN.

   Current occupants over age 62 as of January 31, 2010 are not required to provide additional verification. This exemption continues in the current unit, or in any future assisted unit in which the occupant may reside.

4. **Rules regarding the addition of NEW Household members**:

   a. Addition of family members under the age of 6 who have not previously been assigned a SSN: Such children may be added to the Lease, however, the family must disclose and **document a valid SSN within 90 calendar days** of the child being added to the household;

      1. At the HA's discretion, an additional 90 days may be granted where failure to comply was due to circumstances that could not have been reasonably foreseen and were outside the control of the participant.

   b. Addition of family members age 6 and over or who are under age 6 and have an assigned SSN: The family must disclose and document the assigned SSN upon requesting to add the new family member, or at the time of processing the interim and recertification of family composition that includes the new member(s).

c. In accordance with procedures outlined in item C.2 below, the HA must terminate the tenancy of any tenant (and the tenant's household) for failing to meet applicable SSN disclosure and documentation requirements for all household members, including live-in attendants and foster children.

B. Acceptable Forms of Documentation

Documentation accepted to verify the Social Security Number of an individual shall include the following:

1. A valid Social Security card issued by the Social Security Administration of the Department of Health and Human Services;

2. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. For example, a state driver's license that displays the Social Security Number;

3. Such other evidence of the SSN as HUD may prescribe or approve.

Note: Photo copies or plastic replicas of an individual's Social Security card cannot be accepted.

C. Inability to provide Social Security Number Documentation

If a family member can disclose their Social Security Number, but documentation to verify the number is unavailable at the time, the following shall apply:

1. **Denial of Eligibility for Applicants**. The HA must deny the eligibility of any applicant household who has not meet the SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children. **However, if the family is otherwise eligible, they may retain their place on the waiting list for 90 calendar days** in order to allow the applicant time to provide the required documentation for all household members. If the applicant fails to comply with applicable SSN disclosure and documentation requirements within the time period specified their application will be cancelled and removed from the waiting list.

   a. The HA may defer the cancellation, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):

      1. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the applicant; **and,**

2. There is reasonable likelihood that the applicant will be able to disclose and document the missing SSN data within the 90 day extension period.

b. **In no case can the applicant be housed** until SSN disclosure and documentation requirements have been met for all members of the household, including live-in attendants and foster children.

2. **Termination of Tenancy for current Residents**. The HA must terminate the tenancy of any tenant (and the tenant's household) for failure to meet applicable SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children.

a. The HA may defer the termination, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):

1. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; **and,**

2. There is reasonable likelihood that the tenant will be able to disclose and document the missing SSN data within the 90 day extension period.

VII. VERIFICATION OF RESTRICTIONS ON ASSISTANCE TO NONCITIZENS

A. Each family member, regardless of age, must submit the following evidence to the Housing Authority:

1. For citizens, the evidence consists of a signed declaration of U.S. Citizenship;

2. For noncitizens who are 62 years of age or, the evidence consists of a signed declaration of eligible immigration status and a proof of age document;

3. For all other noncitizens, the evidence consists of a signed declaration of immigration status, the eligible INS documents (see section F of this Exhibit), and a signed verification consent form.

4. Family members who choose not to contend they are a U.S. Citizen or have eligible immigration status, are not required to sign the declaration, however, the family must identify to the Housing Authority which member(s) have elected not to contend.

B. The declaration is a form signed under penalty of perjury whereby each family member declares whether they are a U.S. citizen or have eligible immigration status. The verification consent form allows the Housing Authority to verify declared immigration status with the INS. Each adult **must** sign both the declaration and

consent forms. For each child, the declaration and consent forms **must** be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

C. The Housing Authority shall require evidence of eligible status be submitted at the following times:

1. For applicants, the evidence must be submitted at the time of original application.

2. For new occupants of assisted units, the evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

D. Extensions

1. The Housing Authority **must** extend the time for applicants and residents to submit the required evidence **if** the family member:

   a. Submits the declaration certifying eligible immigration status; **and**,

   b. Certifies that the evidence needed to support the claim is temporarily unavailable, additional time is needed to obtain the evidence, and prompt and diligent efforts will be made to obtain the evidence.

2. The Housing Authority's decision to deny or grant an extension **must** be issued to the family by written notice. If the extension is granted, the notice shall specify the extension period granted, not to exceed a maximum limit of 30 days. If the extension is denied, the notice shall explain the reasons for the denial.

E. For each family member, the family is required to submit evidence of immigration or citizenship status only once during continuously assisted occupancy under any covered program.

F. Acceptable evidence of eligible immigration status are as follows:

1. **Form I-551** Alien Registration Card

2. **Form I-94** Arrival Departure Record annotated with one of the following:

   - Admitted as Refugee Pursuant to Section 207
   - Section 208 or Asylum
   - Section 243(h) or Deportation stayed by Attorney General
   - Paroled Pursuant to Section 212(d)(5) of the INA

3. **Form I-94** Arrival Departure Record not annotated, must be accompanied by one of the following:

   - A final court decision granting asylum
   - A letter from the INS asylum officer, or from the INS district director granting asylum
   - A court decision granting withholding or deportation
   - A letter from an INS asylum officer granting withholding of deportation

4. **Form I-688** Temporary Resident Card annotated with Section 245A or Section 210

5. **Form I-688B** Employment Authorization Card annotated with Provision of Law 274a.12(11) or Provision of Law 274a.12

6. A receipt from the INS indicating the application for issuance of a replacement document for one of the above.

G. The eligible evidence is submitted, the Housing Authority **must** verify the family's eligibility status in the following manner:

   1. **Primary Verification**: The Housing Authority **must** contact the INS automated verification system (SAVE) to re-verify the documents. The SAVE system provides access to names, file numbers, and admission numbers of noncitizens. Should the SAVE system confirm eligibility, the family will be eligible for assistance. Should the SAVE system not confirm eligible immigration status of the family, the Housing Authority **must** institute Secondary Verification.

   2. **Secondary Verification**: This is a manual search of the INS records requested by the Housing Authority in writing within 10 days of receiving the results from the SAVE system. The manual search is initiated by forwarding copies of the original INS documents provided by the family, attached to the INS document G-845S, to the designated INS office for review.

H. If a family fails to submit the required evidence within the time period specified, or if the evidence is submitted, but fails to establish eligible immigration status as described in paragraph G.2. of this section, the Housing Authority shall determine the family or family members who are ineligible and notify them of their options under the program (See Exhibit K).

19: EXHIBIT H - VERIFICATION INSTRUCTIONS FOR TENANT SELECTION PREFERENCES

I. RENT BURDEN - PAYING MORE THAN 50% OF INCOME FOR RENT

For purposes of this preference, Rent is defined as the actual monthly amount due under a lease or occupancy agreement, plus the monthly amount paid for tenant supplied utilities. An applicant qualifies for this preference if they (a) they are currently paying more than 50% of their income for rent and utilities and (b) have been paying more than 50% of their family income for rent and utilities for at least the previous 90 days.

An applicant will not qualify for this preference if the reason they are paying more than 50% of their family income for rent is because their housing assistance under the Section 8, Public Housing, Rent Supplement, or Section 236 program was terminated for refusal to comply with applicable program policies and procedures on the occupancy of under-occupied and over-crowded units.

Required Verification Procedures:

1. Third party verification of all income sources, as required by the Authority;

2. For **rent**, copies of the current lease or rental agreement, or, copies of recent rental receipts or canceled checks or money orders.

3. For **utility expenses**, an applicant may choose either:

    a. To use the allowance amount provided under the Authority's Section 8 Utility Allowance schedule (the applicant must provide documentation showing the bedroom size of their current unit); or

    b. Provide information (copies of bills, receipts, etc.) or all utility payments made for the prior 12 month period, or if information is not obtainable, for the entire period of an appropriate recent period (such period shall be no less than six consecutive months) to enable the Housing Authority to accurately calculate a 12 month average.

II. Substandard Housing

A family qualifies for this preference if they meet either (A) or (B) as follows:

A. Are a **"Homeless Family"**. A Homeless family is any person or family that lacks a fixed, regular and adequate nighttime residence **and** has a primary nighttime residence that is:

    1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);

2. An institution that provides temporary residence for individuals intended to be institutionalized, or

3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

NOTE: A **"Homeless Family"** does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or State law; nor does it include an individual residing in a drug or alcohol treatment center which provides a subsidy and a certain amount of time to locate housing upon completion of the treatment program.

B. Live in a unit that meets one or more of the following conditions:

1. Is dilapidated (does not provide safe, adequate shelter and in its present condition endangers the health, safety, or well-being of the family; or has one or more critical defect or a combination of defects requiring considerable repair.);

2. Does not have operable indoor plumbing;

3. Does not have a usable flush toilet in the unit;

4. Does not have a usable bathtub or shower in the unit;

5. Does not have adequate, safe electrical service;

6. Should, but does not, have a kitchen;

7. Does not have a safe or adequate source of heat;

8. Has been declared unfit for habitation by an agency or unit of government.

Required Verification Procedures:

A. Homeless Family - Written certification of their status from a public/private facility currently providing shelter to the Family, or, written certification from local police or a social service agency who is knowledgeable about the family's current living situation.

B. Condition of Unit - Written certification from a unit of government or the applicant's current landlord that the unit meets the definition of substandard.

III. INVOLUNTARY DISPLACEMENT

An applicant qualifies for a preference in this category if they (a) have already vacated a unit and are not living in standard, permanent replacement housing, or (b) within no more than six months from the date of preference certification by the family or verification by the Housing Authority, will be forced to vacate their unit for any of the following reasons:

1. **Displacement by Disaster.** An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.

2. **Displacement by Government Action.** Action carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.

3. **Displacement by Action of a Housing Owner.** Action by a housing owner that results in an applicant having to vacate their unit, where:

   a. The reason for the owner's action is beyond an applicant's ability to control or prevent;

   b. The action occurs despite an applicant's having met all previously imposed conditions of occupancy; and,

   c. The action taken is other than a rent increase.

   <u>Examples of such action by a housing owner include:</u>

   - Conversion of an applicant's housing unit to non-rental or nonresidential use;
   - Closure of an applicant's housing unit for rehabilitation or for any other reason;
   - Notice to an applicant that they must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy;
   - Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred;
   - Any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market.

4. **Displacement by Domestic Violence.** An applicant is involuntarily displaced if (a) the applicant has vacated their dwelling unit, because of domestic violence; or, (b) they are living in a unit with a person who engages in domestic violence. Domestic Violence is defined as the actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

5. **Displacement to Avoid Reprisals.** Applicants qualify for this category when an applicant's family member provided information on criminal activities to a law enforcement agency, and, based on a threat assessment, the family is being forced to move to avoid reprisals.

6. **Displacement by Hate Crimes.** An applicant is displaced where an applicant's family has been the victim of one or more hate crimes and has vacated their unit because of such a crime, or fear associated with such a crime. Hate Crimes are defined as actual or threatened physical violence or intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

7. **Displacement by Inaccessibility of Unit.** Applicants qualify for this preference when an applicant's family member has mobility or other impairment that makes the person unable to use critical elements of the unit, and where the owner is not legally obligated to change the unit so that these critical elements are accessible to the disabled person as a reasonable accommodation.

8. **Displacement because of HUD Disposition of Multifamily Project.** An applicant's family is displaced due to disposition of a multifamily project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

NOTE: An applicant evicted from their unit (regardless of the reason) does not qualify for an Involuntarily Displaced preference. Additionally, an applicant who was previously displaced, but now lived in Standard; Permanent Replacement Housing does not qualify for this preference.

Required Verification Procedures:

1. Displacement by Disaster: Written certification from a unit of government concerning displacement due to a disaster;

2. Displacement by Government Action: Written certification from a unit of government concerning displacement due to code enforcement or public improvement/development;

3. Displacement by Action of a Housing Owner: Certification from the applicant's owner concerning displacement due to owner action. An applicant will not be considered displaced unless there was a prior rental agreement between the owner and the applicant. Verification must include a rental agreement and canceled checks or money orders showing rental payment for not less than 90 days.

4. Displacement by Domestic Violence: HUD-approved VAWA certification form or certification from local police, social service agency, court of law, physician, or public/private shelter/counseling facility concerning displacement due to domestic violence. An applicant who qualifies for this preference must certify that the abuser will not reside with the applicant in the assisted unit without the prior written approval of the Housing Authority.

5. Displacement to Avoid Reprisals: For displacement due to reprisals, certification from a law enforcement agency indicating that family member(s) provided information on a criminal activity and that the agency recommends relocating the family to avoid or minimize the risk of violence due to retaliation.

6. Displacement by Hate Crimes: For displacement due to hate crimes of a recent or continuing nature, certification from a law enforcement agency stating that the family member has been a victim of such a hate crime and has vacated their housing unit because of such a crime.

7. Displacement by Inaccessibility of Unit: Certification from a health care professional that a family member has mobility or other impairment that makes the current unit inaccessible and a statement by the owner that they are not legally obligated to make the necessary changes to the unit.

8. Displacement because of HUD Disposition of Multifamily Project: Certification by HUD regarding the disposition of the unit.

HOUSING AUTHORITY OF THE COUNTY OF KING

20: EXHIBIT I - GRIEVANCE PROCEDURE

I. PURPOSE

This document sets forth the requirements, standards, and procedures for the handling and review of Tenant Grievances presented to the Housing Authority of the County of King, Washington ("Housing Authority" or "KCHA"). The Grievance Procedure has been adopted by the Board of Commissioners of the Housing Authority and is incorporated by reference in all dwelling leases between the Housing Authority and its Tenants.

The Grievance Procedure is not a judicial process. It is an informal process established to help ensure a Tenant the opportunity for reasonable review, of an individual Tenant dispute regarding a KCHA action (or failure to act) involving the Tenant's lease or HA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

Copies of the Grievance Procedure shall be provided to each Tenant and all resident organizations. In addition, KCHA shall provide at least 30 days' notice to Tenants and Resident Organizations of any changes to the Housing Authority's Grievance Procedure and provide opportunity to submit written comments regarding the proposed changes. Comments submitted shall be considered by the Housing Authority before adoption of any Grievance Procedure change.

II. Definitions

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions apply:

A. "Area Office" means the management office for the property in which the Complainant resides.

B. "Complainant" means any Tenant presenting a complaint or dispute to the Housing Authority, or at one of the Area Offices, to be handled or reviewed in accordance with the procedures set forth below. The Complainant may also be referred to as "Tenant".

C. "Grievance" means any complaint or dispute which an individual Tenant (residing in a Housing Authority-owned dwelling unit assisted under the U.S. Housing Act of 1937) may have with respect to a Housing Authority action or failure to act which affects that Tenant's lease or with respect to Housing Authority regulations which a Tenant believes adversely affect their rights, duties, welfare, or status. Examples include, but are not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance, repair, or excess consumption of utilities.

D. "Hearing Officer" means an impartial person (or persons) selected by the Housing Authority other than the person who made or approved the decision under review, or

E. a subordinate of that person.

F. "Regional Manager" means a representative of the Housing Authority assigned to oversee the operations and management of one of KCHA's property management regions.

G. "Resident Organization" includes a resident management corporation, Resident Advisory Committee, and/or KCHA-recognized resident council.

H. "Tenant" means an adult person (other than live-in attendants):

1. Who resides in the unit, and who executed the lease with the Housing Authority, or, if no such person now resides in the unit,

2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

III. APPLICABILITY

This procedure applies to all Grievances, except as stated below:

A. The Grievance Procedure does not apply to disputes between Tenants or to class grievances against the Housing Authority.

B. The Grievance Procedure is not to be used as a forum for initiating, negotiating, or reviewing administrative determinations by the HA, general policy issues or class grievances.

C. The Grievance Procedure does not apply to Evictions or Terminations that involve:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority;

2. Any drug-related or violent criminal activity on or off the premises; or

3. Any criminal activity that resulted in felony conviction of a household member.

The Grievance Procedure will not affect any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings.

IV. STEPS OF THE GRIEVANCE PROCEDURE

A. STEP 1: Present the Grievance

Grievances must be presented by the Complainant, either orally or in writing, to the Area office within **ten (10) business days** of the Housing Authority action (or failure to act).

Failure to present a Grievance within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard.; However, if the Complainant establishes to the Regional Manager's satisfaction that the failure to comply with this requirement was for good cause, the Regional Manager may choose to proceed with an informal meeting as set forth in Step 2, below. "Good cause" is defined as an unavoidable conflict that prevented the Complainant from presenting their grievance within the time limit provided. KCHA may request documentation of the good cause.

B. **STEP 2: Informal Settlement of the Grievance:**

Subject to any limitations details in Section III (Applicability) a Regional Manager will hold an informal meeting with The Complainant so that the Grievance may be discussed informally and, if possible settled without a hearing.

During the informal meeting, the Complainant and the Regional Manager may each have a maximum of three other people in attendance at the meeting. After the meeting, the Regional Manager will write a detailed summary of the meeting which includes: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the Grievance and reasons therefor; and (5) an attached copy of the Grievance Procedure that specifies the procedures by which a hearing may be obtained if the Complainant is not satisfied with the Regional Manager's proposed disposition.

This summary shall be sent to the Complainant within **five (5) business days** after the meeting. A copy will also be retained in the Complainant's tenant file.

C. **STEP 3: Grievance Hearing**

Once the Complainant receives the Regional Manager's summary of the meeting, if not satisfied with the proposed disposition the Complainant may request a hearing.

1. **Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within **five (5) business days** of the receipt of the Regional Manager's summary of the informal meeting prepared pursuant to Subsection B above. Receipt is defined as the date of actual delivery to a member of the Complainant household, <u>or</u>, when the documents are sent by mail, five days from the date of proper mailing. The written request must specify: (1) the Grievance; (2) the reasons for the Grievance; and (3) the action or relief sought.

   The Complainant's request for a grievance hearing will be dated immediately upon receipt at the appropriate Area Office and placed in the Complainant's tenant file (together with the summary of the informal meeting).

2. **Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner described above, the Housing Authority's disposition of the Grievance under Section IV.B above, will become final. However, failure to request a hearing does not constitute a waiver by the Complainant of the right to contest the disposition of the Grievance in an appropriate judicial proceeding.

3. **Scheduling of Grievance Hearings.** The Hearing Officer will schedule the Grievance Hearing within a reasonable time, but no later than 15 business days, following the Complainant's properly submitted request as detailed in Section IV.C(1) above. Extension of this time limit must be agreed to in writing by both parties. The place of the hearing will be reasonably convenient both to the Complainant and to the Housing Authority. The Complainant and the Housing Authority shall be given written notice of the time, place, and procedures governing the hearing.

V. SELECTION OF HEARING OFFICER

A. To support an expeditious Grievance process, the Housing Authority will establish a list of qualified individuals to serve as Hearing Officers. Qualified individuals need not be legal professionals and may be current or former Housing Authority employees, agency partners or other persons deemed necessary by the Housing Authority.

B. In selecting Hearing Officer from the list of qualified individuals the Housing Authority will avoid selecting an individual who may have a conflict of interest with the Complainant or may lack impartiality.

The Housing Authority reserves the right to pay Hearing Officers for their services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies and procedures.

VI. ACCOMMODATION OF PERSON WITH DISABILITIES

A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap or disability of a household member, including reasonable accommodation so that the Complainant can meet lease requirements or other requirements of tenancy.

B. The Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the Grievance process. Reasonable accommodation may include but is not limited to qualified sign language interpretation, readers, and accessible locations.

C. If the Complainant is visually impaired, any notice to the Complainant that is required as part of the Grievance procedure will be in an accessible format.

VII. PROCEDURES GOVERNING THE GRIEVANCE HEARING

A. The Complainant will be afforded a fair hearing providing the basic safeguards of due process which includes:

1. The opportunity to examine before and during the hearing all documents, records, and regulations of the Housing Authority directly relevant to the grievance hearing. The Complainant shall be allowed to copy any such document at their own expense. Any document not made available for examination upon request by the Complainant may not be used by the Housing Authority at the hearing;

2. The right to be represented by counsel or any other person designated by Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf;

3. The right to a private hearing unless the Complainant requests a public hearing;

4. The right to present evidence and arguments in support of the Complainant's complaint, to contest evidence or information relied on by the Housing Authority, and to confront or cross-examine all witnesses upon whose testimony or information the Housing Authority relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

B. The Hearing Officer may render a decision without proceeding with the hearing if it is determined that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that provided the Complainant procedural safeguards at least equal to those required herein.

C. If either the Complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period of no more than five business days for documented good cause (as defined in Section IV.A above) or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and the Housing Authority shall be notified of the decision of the Hearing Officer. A determination that the Complainant has waived the right to a hearing does not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the Grievance in an appropriate judicial proceeding.

D. At the hearing, the Complainant will first explain why they think that the Housing Authority action was incorrect and why they are entitled to the relief sought. Afterwards, the Housing Authority shall present its reason for taking or failing to take the action that is in dispute. Either party will have the opportunity to rebut the information presented during the hearing, including the right to confront and cross-examine witnesses.

E. All hearings shall be conducted informally by the Hearing Officer. Oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received regardless of whether such evidence would be admissible in a judicial proceeding. Irrelevant and unduly repetitive evidence will be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in their reasonable discretion. The Hearing Officer shall require everyone in attendance to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the Hearing Officer reasonably determines.

F. The Complainant or Housing Authority may arrange in advance—and at the expense of the party making the arrangement—for a verbatim transcript of the hearing. Any interested party may purchase a copy of such transcript.

The Housing Authority will comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007.

VIII. DECISION OF THE HEARING OFFICER

A. The Hearing Officer shall prepare a written decision, stating the findings of fact and conclusions upon which the result is based, within **ten (10) business days** of the hearing. Copies of the decision will be sent to the Complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the Complainant's tenant file. A log of all hearing officer decisions will be maintained by the Housing Authority and made available upon request of the hearing officer, a prospective Complainant, or a prospective Complainant's representative(s).

B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take (or refrain from) any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within a reasonable time, not to exceed 30 days, and promptly notifies the Complainant in writing of its determination, that:

1. The Grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease on Housing Authority regulations which adversely affects the Complainant's rights, duties, welfare, or status; or

2. The decision of the Hearing Officer is contrary to applicable Federal, state, or local law; the United States Housing Act of 1937, as amended; Department of Housing and Urban Development (HUD) regulations or requirements; the Housing Authority's regulations and policies; or requirements of the Annual Contributions Contract between HUD and the Housing Authority in effect on the date of the hearing.

C. A decision by a Hearing Officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part, will not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may later be brought in the matter.

IX. IMPACT UPON PROPOSED ADVERSE ACTIONS/EVICTION ACTIONS

A. In the case of proposed adverse actions other than a proposed lease termination, the Housing Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

B. If the Grievance involves a Housing Authority notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

21: EXHIBIT J - DWELLING LEASE

Review Month: _____
Bedroom Size: _____

Section 1: DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES
This Lease ("Lease") is executed this_____ day of _____ , 20____, by and between The Housing Authority of the County of King, a Washington municipal corporation ("Housing Authority"), and_____("Tenant"). The Lease contains addendums, riders, and house rules (where applicable), which are incorporated herein as terms of the Lease. The Housing Authority also has an Admission and Continued Occupancy Policy ("ACOP") that is posted at the Area Office and is available at https://www.kcha.org/Portals/0/PDF/Policies/ACOP.pdf. The policies and procedures in the ACOP that are referenced in the Lease are incorporated herein.

The Housing Authority—relying on the representation of the Tenant as to Tenant's household composition, income, and need—hereby leases to the Tenant upon the conditions hereinafter provided, the unit or residence located at_____ _____Washington ("premises" or "unit" or "dwelling"), ZIP Code_____, to be occupied exclusively as a private dwelling and only residence by the Tenant and family (see Section 7.N), composed exclusively of the household members listed below (or the household members listed on the applicable Rider to the Lease). Requests for additions to the household members listed below, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by the Housing Authority.

Full Name	Relation to Head of Household	Date of Birth

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

Section 2: LEASE TERM, RENT, DEPOSIT, AND UTILITIES

A. **Prorated Term and Rent:** the tenant shall have the right to occupy the premises beginning on _____, 20 in accordance with the terms and conditions set forth herein upon payment of $_____ as rental for the partial month of occupancy. Charges for partial periods of occupancy shall be prorated over the number of days in the month in which the unit is occupied by the tenant.

B. **Lease Term:** This Lease term shall begin on _____. The term of this Lease shall be for one (1) year and shall renew automatically for the same period, unless terminated as provided within this Lease or by law; provided, however, that this Lease shall not automatically renew if Tenant or Tenant's family member fails to comply with the Community Service Requirement set forth in Section 7.E of this Lease. The Housing Authority reserves the right to modify the terms and conditions of this Lease as provided in Section 14 of this Lease.

C. **Rent:** The monthly rent is $_____ or other such sum established by the Housing Authority in accordance with the ACOP. This amount is due on or before the first (1st) day of each month at the place designated in writing by the Housing Authority and is considered delinquent if not received by the seventh (7th) calendar day of the month. The amount of the rent shall remain in effect until adjusted in accordance with the provisions of this Lease.

D. **Rent Determination:** The rental amount is based on one of two Housing Authority-designated methods as listed below:
   1. **"EASY Rent"** — Rent is based on the amount of income and other information provided by the Tenant, and calculated according to the applicable policies and procedures in the ACOP.
   2. **"WIN Rent"** — Rent is based upon the Housing Authority's established income bands. Households are assigned to an income band based on the amount of annual income and other information provided by the Tenant and calculated according to the applicable policies and procedures in the ACOP.

E. **Rent Payments:** Cash payments are not accepted. Rental and/or recurring occupancy charges are payable in advance without demand or billing at the place designated in writing by the Housing Authority, on or before the first (1st) day of each calendar month and are delinquent if received after the seventh (7th) calendar day of the month.

F. **Other Charges:** The Tenant further agrees to pay in accordance with Section 7.D of this Lease any charges determined in accordance with the Housing Authority's current schedules and arising from the Tenant's failure to perform obligations under this Lease. If a Tenant check is

returned for insufficient funds, the Housing Authority shall bill the Tenant for the amount the bank charges for processing the returned check. After a returned check, the Housing Authority may require all of the Tenant's future rental payments to be made by cashier's check or money order.

G. **Deposits:** Tenant shall pay a security deposit of $_____ at the time of execution of this Lease. The deposit will be held at Key Bank, Westfield Southcenter office, 275 Andover Park W., Tukwila WA 98188, accruing no interest, and will be returned to the Tenant at the termination of this Lease less any charges assessed by the Housing Authority in accordance with the terms of this Lease. The Housing Authority shall provide the Tenant with a written receipt for the deposit showing the amount of the deposit. When necessary, and with the written approval of the Housing Authority, the Security Deposit may be made in three (3) payments: one-half in advance and one-half with the second month's rent payment. Tenant shall be responsible and shall reimburse the Housing Authority for damages to the premises, or to any equipment supplied by the Housing Authority, beyond normal wear and tear. If charges are made against Tenant's deposit, the Housing Authority will mail to the Tenant at the address last known or provided to the Housing Authority a written estimate and/or statement of the basis of such charges within twenty-one (21) days after the Housing Authority determines that the Tenant has vacated, together with any refund due. No deposit may be withheld to compensate for wear resulting from reasonable use. The Housing Authority reserves the right to adjust any written estimate of charges either up or down, to reflect actual costs of repair or replacement. If the actual costs are less than the funds retained, the excess shall be promptly paid to the Tenant. If the actual costs exceed the funds retained, the Tenant shall promptly pay the excess after proper billing by the Housing Authority.

H. **Utilities:** The rental charge includes minimum water, sewer, garbage collection charges, and _____, according to the current Energy Assistance Supplement (EAS) Schedule posted in the Area Office. EAS amounts established by the Housing Authority may be modified at its discretion in accordance with Section 14 of this Lease. Tenants using more than the maximum allowance for any utility service shall pay for such excess without further credit or reimbursement from the Housing Authority. If heat or hot water is to be supplied by the Housing Authority according to the current EAS Schedule, the Housing Authority agrees to furnish them as specified by law. The Housing Authority shall not, however be liable for failure to supply any of the above services for any cause beyond its control. The Housing Authority's responsibilities are further outlined in Section 8 of this Lease. If heat is to be supplied by the Tenant, the Tenant agrees to furnish heat to the premises to prevent damage to the premises. If, for any reason, the Tenant is unable to maintain sufficient heat, Tenant shall immediately notify the Housing Authority. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain sufficient heat or to notify the Housing Authority of the lack of sufficient heat due to any cause beyond the Tenant's control.

Section 3: USE AND OCCUPANCY OF DWELLING

A. **Occupancy:** Tenant shall use and occupy the premises exclusively as a private dwelling for Tenant and family (listed on this Lease) and for no other purpose and only during such time as Tenant may be eligible. Tenant must live in the unit and the unit must be Tenant's only place of residence. Tenant shall not occupy, or receive assistance for occupancy of, any other unit assisted under any Federal Housing assistance program during the term of this Lease. Tenant

shall comply with all laws affecting the use or occupancy of the premises and with all rules and regulations now or later established or modified by the Housing Authority.

B. **Unauthorized Occupants:** Tenant shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the written consent of the Housing Authority.
C. **Absences:** Tenant shall notify the Housing Authority of any absences from the unit (defined to mean that no member of the Tenant family is residing in the unit). Tenant shall not be absent from the unit for more than 30 (thirty) consecutive days, unless otherwise permitted within the policy as stated in the ACOP. If Tenant is absent for longer than the maximum period permitted in the ACOP, it is good cause for Lease termination.
D. **Guest Policy:** Tenant may provide a temporary accommodation to Tenant's guests or visitors at the premises, but for no more than fourteen (14) days in a three (3) month period. If Tenant's guests or visitors exceed maximum allotted period, it is good cause for Lease termination.
E. **Inability to Meet Requirements of the Lease:** In the event that, during the Lease term, the Tenant develops a physical or mental impairment which is permanent or is of long-continued duration and which impedes the Tenant's ability to meet the requirements of the Lease (including Lease violations which endanger or jeopardize the Tenant's, other residents', or Housing Authority's welfare or property) and the Housing Authority cannot make, or the Tenant declines, an offer of a reasonable accommodation which enables the Tenant to comply with the Lease, the Housing Authority may terminate this Lease and the tenancy and require the Tenant to move.

Section 4: TERMINATION OF THE LEASE

A. **Good Cause:** Unless otherwise described herein (see Section 4.B or 4.C) or allowed by law, this Lease may be terminated by the Housing Authority giving the Tenant written notice of good cause for termination thirty (30) days prior to the expiration of the Lease term. The Tenant shall, however, pay rent and be responsible for the premises until the termination of the Lease, until the return of all keys to the Area Office, or until the premises are actually vacated, whichever occurs last. Good cause includes, but is not limited to a violation of any provision of this Lease, or any local, state, or federal law. . In the case of noncompliance with any provision of this Lease—other than noncompliance listed in Section 4.B or 4.C below—the Housing Authority may give the Tenant a warning notice ("Warning Notice"), requiring the Tenant to comply within ten (10) days. If the Tenant fails or refuses to comply within ten (10) days after service of the Warning Notice, the Housing Authority may issue, at any time thereafter during the Lease term, a thirty (30) day notice of termination of tenancy for good cause. Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to all Housing Authority termination actions.
B. **Failure to Pay Rent:** In the case of nonpayment of rent, the Housing Authority may give the Tenant a Notice to pay rent or vacate within fourteen (14) days from the date of service of the Notice. The Notice shall be in substantially the form required by Chapter 59.18 RCW, and inform the Tenant of the amount of rent due and owing, and that if the Tenant fails to pay the rent and remains in possession of the unit, an unlawful detainer suit may be commenced on or after the fourteenth (14th) day after the date of Notice asking for a court order terminating the tenancy and evicting the Tenant.

C. **Criminal and/or Drug Related Activity**: If the Tenant, household member, guest, or any other person under the Tenant's control engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public Housing premises of other tenants or of employees of the Housing Authority, or any drug-related criminal activity on or off the premises (defined as the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) the Housing Authority may give the Tenant Notice to vacate within three (3) days from the date of service of the Notice according to RCW 59.12.030(5), or other applicable statute. Drug-related or other criminal activity is good cause for eviction, even in the absence of conviction or arrest.

D. **Inability to Meet Program Requirements:** Tenant's inability to meet program requirements as set forth in this Lease, the ACOP, or HUD regulations shall be good cause for termination or non-renewal of this Lease.

E. **Notices:** Any Notice of Lease Termination shall:
   1. State the reason for the termination;
   2. Inform the Tenant of their right to make such reply as they may wish;
   3. State that the Tenant is entitled to a grievance hearing (where applicable);
   4. Inform the Tenant of their right, upon request, to examine (and copy at their own expense) prior to the grievance hearing (if applicable) non-privileged documents or recordings directly related to the termination of tenancy or eviction;
   5. Be combined with, or run concurrently with, any notice which is required by state law or by federal law; and
   6. Include an attachment of notice of occupancy rights under the Violence Against Women Act and the certification form as required by HUD (CFR 24 §5.2005).

F. **Unit Surrender:** On or before the date of termination of tenancy, the Tenant must quietly and peacefully vacate the premises and surrender possession thereof to the Housing Authority. If the Tenant vacates the premises according to such notice, the Lease shall be terminated (1) when the Tenant vacates and returns all keys to the premises to the Area Office, or (2) the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by the Housing Authority in good order and repair, reasonable wear and tear excepted.

G. **Abandonment:** If the Tenant abandons the unit, the Housing Authority shall take possession of the Tenant's personal property remaining on the premises and shall store non-perishable property. The Housing Authority will consider the unit to be abandoned when a Tenant has fallen behind in rent and has clearly indicated by words or actions an intention to not continue living in the unit. The Housing Authority has a claim against the Tenant for reasonable costs and expenses incurred in removing, storing, and disposing of the property. If the personal property left by Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice, unless claimed and removed by the Tenant.

H. **Habitability:** This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Tenant or any member of the Tenant's household.

I. **Termination by Tenant Notice:** At any time, the Tenant may give to the Housing Authority fifteen (15) days' notice in writing of the termination of the Lease. Tenant shall be liable for

rent up to the end of the 15 days for which notice was required, or, to the date the unit is re-rented, whichever date comes first.

J. **Termination of Lease upon Death of Tenant:** Upon the death of the Tenant this Lease shall terminate immediately. The Housing Authority will comply with RCW 59.18.590 when the Tenant is the sole occupant of the unit.

K. **Restraining Order:** Any court order which restrains in any way the Tenant from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than the absence duration permitted in the ACOP shall be deemed to be good cause to terminate the Tenant's tenancy.

Section 5: NOTICES

Any notice required by this Lease or by law to be served upon the Housing Authority shall be sufficient if delivered by Tenant or Tenant's agent to the Housing Authority Manager at the Area Office or sent by first class mail, postage prepaid, properly addressed to the Area Office Manager, or to any person designated in writing by the Housing Authority. Except for notices required under Section 10 and/or Section 14 of this Lease, any notice required by this Lease or by law to be served upon the Tenant shall be served either:

A. By delivering a copy personally to the Tenant; or

B. If the Tenant is absent from the premises, by leaving there a copy with a person of suitable age and discretion residing at the premises and sending a copy through the mail addressed to the Tenant at Tenant's residence; or

C. If a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending a copy through the mail first class postage prepaid and addressed to the Tenant at the premises.

D. If the Tenant is visually impaired, all notices shall be made in an accessible format. Service of process shall be made to the Tenant in accordance with the requirements of RCW 59.12.

Section 6: REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. **Recertification Reviews:** Based upon information submitted, Recertification Reviews are completed in order to determine the appropriate rent, the appropriate size of the unit, and the Tenant's eligibility for continued occupancy in accordance with the ACOP. Rental amounts established through the Recertification Review, or any applicable annual adjustment thereof, shall remain in effect unless: (1) a Special Review is scheduled by the Housing Authority in accordance with the ACOP; or (2) an Interim Review of Family Income is requested by the Tenant and/or warranted under the ACOP. Tenants who are subject to HUD's Community Service requirement (as outlined in the ACOP) will undergo a review to determine their compliance annually. A Tenant may request a waiver of the established rent for reasons of financial hardship in accordance with the Housing Authority's Hardship Policy outlined in the ACOP.

   1. **EASY Ren**t Households (as defined in the ACOP) shall submit true, complete and accurate information as to source and amount of Total Family Income and composition at least once every three (3) years. However, during intervening years, income and rent determined during the Recertification Review will be adjusted annually to account for annual adjustment of Social Security and Supplemental Security Income (SSI) payments received by the Household.

2. **WIN Rent** Households (as defined in the ACOP) shall submit true, complete and accurate information as to source and amount of Total Family Income and composition at least once every two (2)years.

B. **Reporting Change and Retroactive Rent:** Tenant agrees to provide written notification to the Manager at the Area Office of any change in the size or composition of the Tenant's family or income as detailed in the ACOP. The Tenant's failure to timely report (within 30 days) such changes as required by the ACOP, is good cause for termination of the Lease. Additionally, in cases where failure to timely report such change resulted in increased rent, all such rent shall be retroactive to the first month following the date of the misrepresentation, and shall be payable the first of the month following the expiration of thirty (30) days' notice of the determination of the charge. The ACOP provides additional policies pertaining to failing to timely report a change in the size or composition of the Tenant's family or income and resulting retroactive rent and such are incorporated herein.

C. **Interim Reviews:** Tenant may request an Interim Review to reduce rent as a result of decreased income or an increase in medical or childcare expenses. Upon reporting of any change in family circumstances, the Housing Authority Manager will determine whether the reported change requires an Interim Review of Family Income in accordance with the ACOP.

1. **Rent adjustment:** If the Tenant has a decrease in income or an increase in allowable deductions, and applies for a decrease in rent, Tenant shall be given an appropriate adjustment according to the ACOP. After such a decrease in rent, Tenant must report, in writing, all increases in Tenant's Family Income to the Housing Authority as established in the ACOP and appropriate adjustments in rent shall be made.
2. **Failure to comply with program requirements:** Notwithstanding the provisions above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits or other amounts received by the family that is the result of a deliberate action of a member of the household or of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements, or not deliberately reduced income or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

D. **Special Reviews:** Special Reviews will be scheduled by the Housing Authority and conducted under conditions as specified in the ACOP.

E. **Effective Date of Rent Adjustments:**

1. **Annual Reviews** - Any rent adjustment determined as a result of a Recertification Review under Section 6.A. of this Lease will be effective at the Tenant's Review Month, as listed on page 1 of this Lease.
2. **Special or Interim Reviews** — Rent adjustment for changes according to Subsections 6.C and 6.D shall become effective as follows:

a. In the case of properly reported rent decreases, changes received prior to the 22nd day of the month, will become effective the first day of the month following the month in which the change was reported.
b. In the case of properly reported rent decreases changes received after the 22nd day of the month, will become effective the first day of the second month following the month in which the change was reported.
c. If the Tenant fails to provide proper notification to the Housing Authority as required by Section 6.B, any downward rent adjustment (rent decrease) will become effective as of the first day of the month following the date the change was reported.
d. In the case of properly reported rent increases, rent adjustments will become effective the first day of the third month following the date the change occurred.

F. **Discovery of Errors:** If an error in rent is discovered the Housing Authority shall correct the error as follows:
   1. If the error was the fault of the Tenant and corrective action results in decreased rent, such decrease shall be retroactive to the first of the month following the date of the rent determination when the error was discovered, and the Tenant shall be reimbursed or credited accordingly.
   2. If the error was due to the fault of the Tenant and corrective action results in increased rent, such increase shall be retroactive to the first day of the month following the date the misrepresentation or fraud occurred. Unless otherwise agreed to by the Housing Authority, all retroactive rent charges shall be payable the first of the month following the expiration of thirty (30) days' notice of determination of the charge.
   3. If the error was not the fault of the Tenant and corrective action results in increased rent, such rent increase shall be effective the first day of the second month following the date the error was discovered.
   4. If the error was not the fault of the Tenant and corrective action results in decreased rent, such rent decrease shall be made retroactive to the first of the month following the date of the rent determination when the error was made, and the Tenant shall be reimbursed or credited accordingly.

G. **Transfers:** If the Housing Authority determines that the size of the premises is no longer appropriate to the Tenant's needs according to the Occupancy Standards in the ACOP, Tenant agrees to move to an appropriate unit, upon reasonable notice to move of at least seven (7) days in accordance with Section 7.X of this Lease and the Transfer Policy in the ACOP.

H. **Right to Request a Hearing:** When the Housing Authority re-determines the amount of Tenant Rent, not including determination of the Housing Authority's Energy Assistance Supplement schedule, or determines that the Tenant must transfer to another unit based on family composition, the Tenant shall be notified that they may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing as provided in the Housing Authority's established Grievance Procedure ("Grievance Procedure," see Section 10).

Section 7: TENANT'S RESPONSIBILITIES IN OCCUPANCY

Tenant shall comply with all rules and regulations now established or hereafter duly adopted or modified by the Housing Authority, including but not limited to the following:

A. **Submission of Required Information:** Shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income-matching program. "Timely" is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact the Housing Authority. Extensions of the time may be granted solely at the discretion of the Housing Authority, only once, and only for documented reasons. Examples of the information requested include family income, family composition, social security number verification, evidence of community service completion, etc. Tenant shall supply any certification, release, information or documentation as the Housing Authority determines to be necessary, including but not limited to information and documentation requested to complete a scheduled recertification, annual, special, or interim re-examination.

B. **Misrepresentation/Fraud:** Shall not commit any fraud or misrepresentation in connection with any federal, state, or local housing assistance program. Fraud includes any fraud defined under any federal or Washington State law, as well as any deliberate misrepresentation to the Housing Authority by the Tenant or a member of the Tenant's household during the application process, or as an applicant or resident of the Housing Authority. Deliberate misrepresentation also includes, but is not limited to, failing to accurately report to the Housing Authority the Tenant's family size, composition, or income in any application for housing, recertification review, interim review, or special review, as well as failing to timely report to the Housing Authority any change in the size, composition, or income as set forth in this Lease.

C. **Chronic Rent Delinquency:** Shall consistently pay rent on time as defined in Section 2 of this Lease. Chronic repeated late payment of rent is defined as four (4) times in a twelve (12) month period.

D. **Damages and Other Charges:**
   1. **Damages:** Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, or to the project (including damages to project buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. Said charges shall be made according to the current Schedule of Tenant Charges posted in the Area Office and included in the ACOP.
   2. **Other Fees:** Shall also pay other charges and/or fees including, but not limited to, any excess utility charges, NSF fees, parking fees, legal and attorney's fees and costs, or other miscellaneous charges that may be incurred and are referenced in this Lease, included on the charge schedule posted in each Area Office, or as described in the ACOP.
   3. **Due Date**: Agrees that payment of all such charges shall become due and collectable upon the earlier of (1) the first day of the second month following the Housing Authority's issuance of a written notice of the charges, or (2) lease termination. Such charges shall be considered delinquent if not paid in full on or before the due date.

E. **Community Service Requirement:** Shall comply with the federally mandated Community Service Requirement. Failure of the Tenant or member of the tenant household to perform required Community Service hours, without documented qualification of an exemption shall result in the nonrenewal of this Lease in accordance with 24 C.F.R. § 966.4(a)(2)(ii).

F. **Conduct:** Shall act, and cause other household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodation and will

be conducive to maintaining the project in a decent, safe, and sanitary condition. Abusive, foul, or threatening language or behavior directed toward other tenants, guests, visitors or agents or employees of the Housing Authority including, without limitation, any harassment or other behavior that violates the Fair Housing Act or any other local, state or federal law is prohibited and shall be good cause for termination of the Tenant's tenancy. Tenant and other household members and guests shall not abuse alcohol or any other substance in a manner that the Housing Authority determines threatens the health, safety, and right to peaceful enjoyment of the premises by other residents. Any guest who engages in illegal activity or abusive, violent, or threatening behavior on the site will be subject to the loss of visitation privileges and will be treated as a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for the actions of their guests, whether or not guest visitation privileges are revoked.

G. **Quiet Hours:** Must obey city and state noise ordinances.

H. **Weapons:** Shall not use or discharge firearms or weapons of any kind or nature, including (but not limited to) rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other weapon, within King County Housing Authority properties.

I. **Criminal Activity/Drug-related Criminal Activity:** Understands that the Housing Authority has a one-strike, zero-tolerance policy with respect to drug-related and other criminal activity. Tenant will ensure that Tenant and any household members do not engage in drug-related criminal activity (as defined in Section 4.D of this Lease) on or off the premises, or any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents, guests, or employees of the Housing Authority. Additionally, the Tenant shall be held responsible for any guest or other person under the Tenant's control and will ensure that they will not engage in drug-related criminal activity (as defined in Section 4.D of this Lease) on or near the premises, or any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents, guests, or employees of the Housing Authority. The Tenant understands that persons subject to lifetime registration under any State Sex-offender registration program are not eligible for residency. As such, the Tenant shall take all necessary action to ensure that the unit is not occupied by such persons at any time during the lease term. Any criminal activity in violation of this section will be treated as a serious violation of the terms of the Lease and shall be cause for termination of tenancy and eviction from the unit. The Housing Authority shall have discretion to consider all of the circumstances of a violation of this section in determining whether eviction is warranted including the seriousness of the offense, the extent of the participation by family members, and the effects the eviction would have on family members not involved in the proscribed activity.

J. **Impairment of Neighborhood:** Shall refrain from illegal or other activity that impairs the physical or social environment of the project or neighborhood.

K. **Maintaining Clean and Sanitary Condition of the Unit:** Shall ensure Tenant, household members and guests keep the premises in a clean and sanitary condition and shall promptly remedy any conditions that would endanger the health or safety of any person. The Tenant, household members and guests shall not create a condition that is likely to attract pests, including but not limited to rodents, bed bugs, and cockroaches and shall not cause offensive odors or endanger the health and safety of any person, the building, or community.

L. Maintenance/Damages:

1. Shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, orderly, and safe condition, including but not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, and keeping yard clean and neat. Tenants who, because of age or disability, are unable to perform yard maintenance (e.g., mowing lawns) shall be granted an exemption from this responsibility upon verification of eligibility.
2. Shall refrain from, and cause Tenant's household members and guests to refrain from, destroying, defacing, damaging, or removing any part of the unit or project.
3. Shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety, including regulations regarding maintenance and upkeep of smoke detectors and carbon monoxide detectors installed in the unit and common areas.
4. Shall report to the Area Office any breakage, damage, or need for repairs to the unit or equipment therein, including the need for repair of dripping/leaking water faucets and drains and toilets that do not flush properly. In addition, Tenant shall promptly report any unsafe or unsanitary conditions in the unit or common areas and grounds that may lead to damage or injury, including the presence of bed bugs or the infestation of other insects or rodents.
5. Shall allow inspection of the unit and necessary preventive maintenance and repairs.
6. Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators, and shall not use any apparatus for heating (including space heaters) except that provided by the Housing Authority without prior written consent of the Housing Authority.
7. Shall dispose of all ashes, garbage, rubbish, and other waste into appropriate containers as prescribed by the Housing Authority and local laws.
8. Shall make no changes, repairs, or alterations of the premises or alterations/additions to the equipment, and shall not use tacks, nails, screws or any fasteners in any part of the premises except in a manner approved by the Housing Authority. Fencing, screen doors, or communications equipment (including satellite dishes) may not be installed without the prior written approval of the Housing Authority.
9. Shall not apply wallpaper or paint without the prior written approval of the Housing Authority.
10. Shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of the Housing Authority. If such a request is approved, Tenant shall provide the Housing Authority with a key for each lock.
11. Shall clean the premises and all equipment supplied to the premises (including drapes and carpets where supplied) immediately prior to vacating and shall return the premises to the Housing Authority in as clean and sanitary condition as when the Tenant took possession.

M. **Boarders/Lease Assignment:** Shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of the Housing Authority.

N. **Private Dwelling:** Shall use the unit solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease, and shall not use or permit its use for any other purposes. With the written permission of the Housing Authority, the Tenant can incidentally

use the premises for legally permissible income-producing purposes, so long as the business does not infringe on the rights of the other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses and insurance.

O. **Storage:** Shall not store household or personal property outside the unit, other than in designated storage facilities, without prior written permission of the Housing Authority and shall store such items at the sole risk of the Tenant. Tenant may only store outdoor furniture, potted plants, and bicycles on decks/balconies, unless otherwise approved in writing by the Housing Authority.

P. **Vehicles and Parking:** Shall not park vehicles of any kind on the premises except in a manner described in the Housing Authority's Parking Policy and Parking Addendum. Any vehicle parked in designated handicapped/disabled parking spaces without a state permit, or vehicles parked in fire lanes, or otherwise parked illegally will be parked in violation of this section of the Lease. Such vehicles will be subject to being towed and fined under state law at their owner's expense and Tenant's will be subject to Lease termination. Vehicles without current license tabs will be considered to be inoperable and not allowed to remain parked on the premises, in common areas, or on streets. When parking space is limited, parking may be restricted to only one vehicle per household. All Tenant's family vehicles must be registered with the Housing Authority. Only minor repairs may be done on Housing Authority property.

Q. **Pets:** Shall not keep, maintain, harbor, or board cats, dogs, or other pets of any nature on the premises except in a manner described in the Housing Authority's Pet Policy and Pet Rider. Pets will be allowed only after written approval from the Housing Authority and after the Tenant has paid the pet deposit, as required, and properly executed the Pet Rider. The pet deposit shall be held by the Housing Authority and refunded to the Tenant on the terms stated in the Pet Rider. A person with a disability may request approval to keep a companion or service animal needed as a reasonable accommodation for their disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules. To ensure resident safety and health, at all times when traveling in common areas of a building or community pets must be leashed or kept in an appropriate carrier, and pets, companion animals and service animals must be kept under the control of the Tenant. The Tenant is responsible for proper disposal of animal waste.

R. **Fire Safety/Precautions:**

1. Shall permit no combustible material to be kept on the premises except in an approved container and shall take every precaution to prevent fire including, but not limited to, regular cleaning of dryer vents and ensuring personal property is kept away from any heat source.
2. Shall make reasonable effort to assist the Housing Authority in keeping the smoke detector and carbon monoxide detector operational, including immediately notifying the Housing Authority of any system malfunction. Any disconnecting of or tampering with smoke detectors or carbon monoxide detectors is a serious violation of Washington State Law and this Lease.
3. Shall permit no fireworks or other such explosive devices to be kept on the premises and their use shall not be permitted on Housing Authority property.
4. Shall use barbecues or other outdoor cooking devices in designated areas only and in accordance with local fire code.

S. **Insurance Coverage:** Tenant is encouraged to carry renter's insurance on their personal property at all times. Damage to the Tenant's personal belongings due to fire, theft, water, or any other type of damage shall not be the responsibility of the Housing Authority.

T. **Aerials and Antennas:** Shall not place radio or television antennas, communications equipment (including satellite dishes), or other electrical connections on the premises without the prior written consent of the Housing Authority. Antennas and satellite dishes may not be installed in a manner that damages the unit or building or poses a risk to safety and security. Failure to obtain the prior written approval of the Housing Authority prior to installation of antennas, communication equipment, or satellite dishes and/or failure to ensure installation complies with the criteria established by the Housing Authority is considered a violation of this Lease and cause for termination of tenancy. Costs of any repairs due to improper installation and/or subsequent removal of equipment are the responsibility of the Tenant.

U. **Waterbeds:** Shall not have a waterbed.

V. **Regulations:** Shall abide by other necessary and reasonable regulations and/or requirements put into effect by the Housing Authority for the benefit and well-being of the housing development and the tenants, which are be posted in the Area Office or listed in the ACOP and incorporated by reference in this Lease.

W. **Smoking:** Shall not smoke within designated "Restricted Areas".

1. "Smoking" means the igniting, lighting, inhaling, breathing, or exhaling of any prohibited tobacco product including, without limitation, cigarettes, cigars, pipes and water pipes (hookahs), tobacco, marijuana, or herbal products or any product intended to be ignited and inhaled in any manner or form. This definition also includes Electronic Nicotine Delivery Systems (ENDS), including but not limited to, electronic cigarettes (e-cigs), personal vaporizers, vape pens, e-cigars, e-hookah, or vaping devices. Carrying of any prohibited products when ignited or lit within a restricted area is also prohibited.
2. "Restricted Areas" include, but are not limited to:
    a. Individual residential homes and apartments, including unit interiors and exterior balconies/porches/entryways;
    b. Common spaces or areas open to other tenants or the public, including entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, residents, and guests;
    c. Community playgrounds, parks, or garden areas of a designated King County Housing Authority community or facility of any type; and
    d. Outdoor areas within 25 feet of any home, apartment, building, office, community park, playground, or garden area.
3. Smoking is only permitted in common areas outside of a building that are a minimum of 25 feet away from any building, community park, playground, or garden area.
4. Smoking materials must be disposed of in an appropriate collection receptacle. Receptacles will be provided by the Housing Authority and appropriately placed within the permitted smoking areas.
5. The Housing Authority is not a guarantor of Tenant's well-being related to a smoke-free environment. Tenant understands and accepts that the Housing Authority's adoption of a No-Smoking Policy, and efforts to enforce such policy, do not constitute

representation of or a guarantee by the Housing Authority or any of its managing agents of any direct or consequential benefits to the Tenant's health or wellbeing.

6. Tenant understands and accepts that the Housing Authority's adoption of a no-smoking living environment, and efforts to designate portions of the Property as no-smoking, do not in any way modify or add to the standard of care that the Housing Authority has under applicable law to maintain the Property safe relative to air quality. The Housing Authority makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the No-smoking Policy. The Housing Authority cannot and does not warranty or promise that the Property will be free from second-hand smoke. The Housing Authority's ability to police, monitor or enforce the No-Smoking Policy is dependent in significant part on voluntary compliance by Tenants, Tenant's guests, household members, and other persons under the Tenant's control.
7. It shall be the Tenant's responsibility to inform their household members, guests, and any other persons under the Tenant's control of this policy. The Tenant shall prohibit any smoking by their household members, guests, and/or any other persons under the Tenant's control while on the premises that would violate this policy.

X. **Transfer:** Shall agree, upon reasonable notice from the Housing Authority (defined as at least seven (7) days' written notice), to move to another dwelling unit in the following situations:

1. The Housing Authority determines that the size or design of the unit is no longer appropriate to Tenant's needs.
2. The Housing Authority determines a move is necessary in order to rehabilitate or demolish a Tenant's unit.
3. It is necessary to accommodate a Tenant's disability.
4. A Tenant without disabilities who is housed in an accessible or adaptable unit is asked to move to a unit without such features when a Tenant or Applicant with disabilities needs such a unit.
5. Other circumstances as described within the Housing Authority's established Transfer Policy in the ACOP.

Tenant will be responsible for transfer costs in transfer circumstances set forth in the ACOP. Tenant agrees to transfer to an appropriate unit within seven days from the commencement date of the Lease for the second unit and the Tenant is given the keys. If the seven-day period has not been extended in writing by the Housing Authority and the Tenant has not moved from the first unit into the second unit, the Lease for the second unit is automatically canceled and the Tenant shall promptly return all the keys for the second unit to the Area Office. A tenant who, without good cause (as defined in the ACOP), fails to transfer to the designated unit within seven (7) days after being notified by the Housing Authority that one is available will be determined to be in violation and subject to termination of this Lease. In addition, the tenant may be subject to termination of any tenant-initiated transfer request and may incur any fees/surcharges approved by the Housing Authority and listed in the ACOP.

Y. **Energy Conservation:** Shall ensure all household members and guests cooperate with energy conservation, recycling, and/or other environmental initiatives implemented by the Housing Authority.

Section 8: HOUSING AUTHORITY'S RESPONSIBILITIES

A. **Rent Collection:** The Housing Authority agrees to accept rental money without regard to any other charges owed by the Tenant to the Housing Authority and to seek separate legal

remedy for the collection of any such charges which, from time to time, may become due to the Housing Authority from the Tenant. The Housing Authority shall first apply any payment made by a tenant toward rent before applying any payment toward late payments, damages, legal costs, or other fees, including attorney fees.

B. **Maintenance:**
   1. The Housing Authority shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD rules and regulations.
   2. The Housing Authority shall maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Housing Authority.
   3. The Housing Authority will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the unit by the tenant in accordance with Section 7 of this Lease.
   4. The Housing Authority shall provide running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.
   5. The Housing Authority shall make all necessary repairs to the unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease.
   6. If the unit is rendered uninhabitable, the tenant shall immediately notify the Housing Authority. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the tenant, household members, or guests caused the damage, the reasonable costs of the repairs shall be charged to the tenant and the Lease will be terminated.
   7. The Housing Authority shall offer standard alternative accommodations, if available, when the necessary repairs cannot be made within a reasonable time. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

C. **Lease Bifurcation:** The Housing Authority agrees to consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking as identified in 24 CFR part 5, subpart L. If the Housing Authority chooses to bifurcate this Lease, no assistance will be given for an individual who does not meet public housing eligibility, and 24 CFR 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

Section 9: INSPECTION/REPAIR

A. **Initial Inspection:** Tenant agrees that prior to moving into premises, Tenant and/or Tenant's representative will inspect the premises jointly with a Housing Authority representative, and that Tenant will sign the inspection report stating the conditions of the premises and the equipment in it. A copy of the inspection report signed by both parties shall be given to the Tenant following the inspection, and a signed copy shall be retained in the Tenant's file. The

Tenant has the right to amend the inspection statement within five (5) business days after taking possession of the premises if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by Section 7 of this Lease.

B. **Vacate Inspection:** When the Tenant vacates, the Tenant and/or Tenant's representative may join the representative of the Housing Authority in an inspection of the premises.
C. **Annual and Special Inspections:** Tenant agrees that representatives of the Housing Authority will be permitted to enter the premises whenever reasonably necessary, for the purpose of examining the conditions thereof, for making improvements or repairs, for extermination, or to show the premises for leasing. In addition, the Tenant agrees that the unit will be made available for inspection by HUD or its agent and the Housing Authority as necessary in conjunction with HUD's inspection of Housing Authority properties.
D. **Notification of Entry:** Entry may be made only during reasonable hours after at least two (2) days' prior notice in writing to the Tenant of the date, time, and purpose, except that the Housing Authority shall have the right to enter the premises without prior notice to the Tenant if the Housing Authority reasonably believes that an emergency exists or that abandonment has occurred. The Tenant will not unreasonably withhold permission to the Housing Authority or HUD (or its agent) to enter the premises for the purposes stated. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time, and purpose of entry before leaving the premises. Tenant further agrees that, upon proper notification, the unit shall be made available and be properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for Lease termination.

Section 10: GRIEVANCE PROCEDURE

Access to the Grievance Procedure shall be available to any Tenant who believes (1) that the Housing Authority's action or failure to act adversely affects the Tenant's rights under this Lease, or (2) that the Housing Authority's application of its regulations or policies adversely affects that Tenant's rights, duties, welfare, or status. Such "adverse action" includes, but is not limited to, a notice of rent change, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. The Housing Authority shall notify the Tenant of the specific grounds for any proposed adverse action. The Grievance Procedure provides the Tenant an opportunity to present and settle their grievance informally with the Housing Authority and, if not satisfied with the Housing Authority's proposed disposition, to request a formal grievance hearing with a Hearing Officer. The Housing Authority shall establish a list of Hearing Officers through an advertised call for qualified individuals. The Housing Authority shall assign Hearing Officers to hear individual Tenant grievances and hold all grievance hearings in accordance with the procedures and policies set forth in the Housing Authority's Grievance Procedure included in the ACOP.

Section 11: REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES

For all aspects of this Lease and Grievance Procedure, a person with disabilities shall be provided with reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit equal to a non-disabled family.

A Tenant may, at any time, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy. A Tenant making such a request should obtain from their Area Office a copy of the Housing Authority's Request for Reasonable Accommodation Form

Section 12: REPRESENTATIONS AND WAIVERS
The failure of the Housing Authority to insist on strict performance of any term of this Lease shall not be considered a waiver or relinquishment of the right to subsequently require strict performance of that or any other term. All terms and conditions shall at all times continue in full force and effect. The rights and remedies given to the Housing Authority under these terms are distinct, separate, and cumulative and not one of them whether exercised or not shall be deemed to be to the exclusion of any other.

Acceptance of rent at any time by the Housing Authority shall not be construed to be a waiver of any preceding or existing breach of this Lease other than the failure of the Tenant to pay the particular rent so accepted. In cases of non-payment of rent or charges, the deposit of the disputed rent or charges into escrow shall not be deemed to be an acceptance by the Housing Authority of the rent so deposited.

Section 13: ATTORNEYS' FEE AND COURT COSTS
In the event any dispute arises in connection with this Lease and a lawsuit is filed in State Superior Court, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in that legal proceeding. Neither party is entitled to recover its attorneys' fees incurred in participation in the Grievance Procedure, including the formal grievance hearing with a Hearing Officer.

Section 14: AMENDMENTS AND CHANGES TO RULES AND REGULATIONS
The Housing Authority may amend its schedules for charges for services and repairs as well as its rules and regulations, which are otherwise incorporated herein by reference, by giving the Tenant not less than thirty (30) days' notice of the same. Resident Organizations will also be given thirty (30 days' notice to comment on proposed changes to the Lease or Grievance Procedures. In addition, the Housing Authority will give thirty (30 days' written notice whenever there is a revision in the system for calculating the Energy Assistance Supplement (EAS). Regular EAS adjustments due to rate changes will be implemented as soon as administratively feasible without Tenant comment. Said notice shall be given by either or both of the following: (1) the notice may be delivered directly or mailed to the Tenant; or (2) posted in at least three [3] conspicuous places within each structure or building in which the affected unit is located, as well as in a conspicuous place at the Area Office. The Tenant shall be afforded an opportunity within the thirty-day period to present written comments which shall be taken into account by the Housing Authority prior to the proposed modification or amendment becomes effective.

Change in the Lease document, other than rent, family composition, or special waiver change, shall be documented by execution of a new Lease or amendment to the existing Lease. At least sixty (60 days prior to the proposed effective date of the new Lease, the Housing Authority will notify the Tenant of any changes in the Lease and offer the Tenant the new Lease or Amendment to the existing agreement. The Tenant may accept the changed terms and conditions by signing the new Lease or Amendment to the existing agreement and returning it to the Housing Authority within the

time period provided. The new Lease or Lease Amendment will be signed and dated by both the Housing Authority and the Tenant. Failure of the Tenant to accept, sign, and return the offered revision of the Lease shall be deemed to be good cause for termination of the Tenant's tenancy, and the Housing Authority shall terminate the Lease agreement and the Tenant and Tenant's household shall be required to vacate from the unit.

Changes in household composition and special waivers shall be accomplished by a written Rider to the Lease, executed by both parties. Changes in rent determined as a result of a Recertification, Interim, or Special Review under Section 6 of this Lease shall be accomplished by written notice delivered directly or mailed to the Tenant.

Section 15: AMENDMENTS AND CHANGES TO RULES AND REGULATIONS
If any provision of this Lease or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the Lease, which can be given effect without the invalid provision or application. To this end, the provisions of this Lease are severable.

_____
Tenant Date

_____
Tenant Date

THE HOUSING AUTHORITY OF THE COUNTY OF KING

By: _____
Manager Date

22: EXHIBIT K - CALCULATION OF ASSISTANCE FOLLOWING IMMIGRATION VERIFICATION

I. Families with all eligible family members (i.e., U.S. citizens, eligible noncitizens) will have their assistance calculated as detailed in Sections 9 and 10 of this ACOP.

II. Families with no eligible family members have the following options:

A. Applicants

1. **Must** be denied assistance in accordance with Section 5.

B. Participants housed on or before June 19, 1995

1. **Must** be terminated, but may be eligible for a temporary deferral.

C. Participants housed after June 19, 1995

1. **Must** have their assistance terminated in accordance with Section 5.

III. Families whose members include those with citizenship or eligible immigration status and those without (mixed families) have the following options:

A. Applicants

1. The family may choose to remove themselves from the waiting list or prorate their assistance at the time of housing.

B. Participants housed on or before June 19, 1995

1. The family may choose to:

a. Remove themselves from the program immediately; or
b. Prorate their assistance; or
c. Continue their assistance (if eligible); or
d. Defer their termination temporarily.

C. Participants housed after June 19, 1995

1. The family may choose to:

a. Remove themselves from the program immediately; or
b. Prorate their assistance.

IV. The options described above are defined as follows:

A. **Prorated Assistance** is available to families whose members include those with citizenship or eligible immigration status and those without (i.e. Mixed Families). In such instances, the tenant rent is prorated as follows:

1. **Step 1**: Determine the Total Tenant Payment (TTP) in accordance with Section 8 and Section 9 and related requirements of this ACOP using annual income from all family members including those that have not established eligible immigration status.

2. **Step 2**: Subtract the family's TTP from the **Maximum Rent** applicable to the family's unit size. from the table below. The result is the "Family Maximum Subsidy" amount.

Bedroom Size	**0**	**1**	**2**	**3**	**4**	**5**
Maximum Rent	$1,660	$1,717	$2,001	$2,618	$3,078	$3,540
Exception: Casa Madrona (Thurston County)		$1,346	$1,568			

Note: Public Housing Maximum Rents are set annually and are based upon 80 percent (80%) of the HUD established Fair Market Rent covering KCHA's jurisdiction.

3. **Step 3**: Divide the Family Maximum subsidy (found in Step 2) by the total number of family members (including those determined ineligible). The result is the "Member Maximum Subsidy".

4. **Step 4**: Multiply the Member Maximum Subsidy (found in Step 3) by the number of members in the family that have been determined to be eligible for housing assistance. The result is the total amount of subsidy for which the family is eligible.

5. **Step 5**: Subtract the amount of eligible subsidy (as determined in Step 4) from the Public Housing Maximum Rent applicable to the family's unit size. **The result is the family's new Total Tenant Payment**. Subtract from this TTP any associated Energy Assistance Supplement (EAS) to get the Monthly Tenant Rent due.

Exception: 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, use the calculated TTP as the

new Total Tenant Payment. Subtract from this TTP any established Energy Assistance Supplement (EAS) to get the Monthly Tenant Rent due.

B. For Continued Assistance families rent is calculated following KCHA's standard rent policies. To be eligible the family must:

1. Have been receiving housing assistance on or before June 19, 1995; **and**

2. Have a head of household or spouse who has eligible immigration status; **and**

3. Not have any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse.

4. Have been receiving continued assistance prior to November 29, 1996.

C. **Temporary deferral of termination** permits the family additional time for the orderly transition of those family members with ineligible status, or any other family members involved, to find other affordable housing.

1. Other affordable housing refers to housing that is not substandard, that is of appropriate size for the family and can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent.

2. Families choosing this option shall be granted an initial period of deferral not to exceed six months. The initial period may be renewed for additional periods of six months, but the total deferral period shall not exceed a period of 18 months. For families qualifying as a refugee under Section 207 of the Immigration and Nationality Act, individuals seeking asylum under Section 208 of that Act, or families granted a termination deferral prior to November 29, 1996, the deferral period may not exceed 36 months.

3. The Housing Authority **must** offer the family information concerning, and referrals to assist in finding, other affordable housing.

4. Before the end of each deferral period, the Housing Authority **must**:

   a. Make a determination on the availability of affordable housing of appropriate size for the family; **and**

   b. Notify the family in writing at least 60 days in advance of the expiration of the deferral period, that termination will be deferred again due to lack of affordable housing; **or**

c. Notify the family in writing at least 60 days in advance of the expiration of the deferral period, that termination will **not** be deferred because either granting another deferral will exceed the limits described in Section C.2 of this Exhibit, or a determination was made that affordable housing was available.

5. A family who is eligible for and who receives temporary deferral of termination of assistance, may request, and the Housing Authority **must** provide proration of assistance at the end of the deferral period **if** the family has made a good faith effort to locate other affordable housing during the deferral period.

V. Prohibition of assistance to noncitizen students

A. The provisions of continued assistance, prorated assistance or temporary deferral of termination of assistance for certain families, do not apply to any person who is determined to be a noncitizen student or the family of a noncitizen student, described below.

1. *Noncitizen Student:* A noncitizen who:

   a. Has a residence in a foreign country, that the person has no intention of abandoning; **and**

   b. Is a bona fide student qualified to pursue a full course of study; **and**

   c. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report the Attorney General the termination of attendance of each nonimmigrant student.

2. *Family of a Noncitizen Student:* The prohibition of assistance also extends to the noncitizen spouse of the noncitizen student and minor children of any noncitizen student if the spouse or children are accompanying the student or following to join such student. The prohibition does not extend to the citizen spouse of the noncitizen student and the children of the citizen spouse and noncitizen student.

23: EXHIBIT L - POLICY/PROCEDURES REGARDING REASONABLE ACCOMMODATION

A. REGULATORY BACKGROUND

King County Housing Authority (KCHA) complies with Title VI of the Civil Rights Act of 1964 and the Fair Housing Amendments Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1968), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, (as amended by the ADA Restoration Act), the Washington Law Against Discrimination, R.C.W. 49.60 et seq., and King County Code 12.20 et seq. KHCA will comply with any legislation, implementing rules and regulations, protecting the rights of applicants, residents or staff that may subsequently be enacted.

Although the above-cited anti-discrimination laws vary from each other in their wording, their prohibitions against discrimination are similar and well summarized by the following excerpts:

The Fair Housing Act regulations state: "It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas."

Section 504 of the Rehabilitation Act of 1973 provides that "no otherwise qualified individual with handicaps in the United States… shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anti-discrimination laws require the Housing Authority to make reasonable accommodation in the rules, policies, practices or services in order to give a person with a disability (or multiple disabilities) an equal opportunity to apply for housing, use and enjoyment of a dwelling unit or common space – unless doing so:

- Would result in a fundamental alteration in the nature of the housing program; or,
- Poses an undue financial or administrative burden for the Housing Authority.

B. DEFINITIONS

<u>Person with Disability</u>

The Federal definition of disability provides:

1. Has a physical or mental impairment that substantially limits one or more major life activities;

   - A *physical impairment* that includes but is not limited to a physiological disorder, contagious disease, cosmetic disfigurement or anatomical loss in one or more systems. The disability could be neurological, musculosketal, respiratory, cardiovascular, digestive, reproductive, genito-urinary, hemic, lymphatic, skin or endocrine.

   - A *mental impairment* or psychological disorder. The disability includes, but is not limited to, mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disorders.

   - *Major life activities* include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

2. Has a record of such impairment (which means the individual has a history of impairment or a record of having been misclassified as having an impairment.

   Is regarded as having such an impairment (which means the individual has an impairment not limiting major life activity, but is treated as disabled by an agency that is a qualified medical, rehabilitation, or other non-medical service agency professional.

   Furthermore, the Washington State Law Against Discrimination (WLAD) defines disability to mean the presence of a sensory, mental, or physical impairment that:

   - Is medically cognizable or diagnosable, or
   - Exists as a record or history, or
   - Is perceived to exist, whether or not it exists in fact.

   Under the WLAD, a disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated.

   The definition of disability used may vary depending upon the request.

   Note: Although some state and federal laws may use the terms “handicap” or “impairment”, the preferred term is “disability”.

C. RESTRICTIONS ON QUESTIONS ASKED OF PEOPLE WITH DISABILITIES

The HA may ask all applicants questions that relate to their ability to meet the requirements of the lease. However, the HA cannot ask certain questions only of people with disability or people it believes may have a disability. As an example, the HA can only ask applicants if they

currently use illegal drugs if it asks all applicants the same question. The question cannot be asked only to people with disabilities or to individuals the HA thinks has a disability.

The general rule is that the HA cannot ask a person if they have a disability, about the nature or severity of a disability, or any question that would require the person to waive or disclose a medical condition or medical history. Nor can the HA ask whether any member of the applicant's family or any friend or associate has a disability. For example, the HA cannot ask any of the following questions:

- ❑ "Have you ever been treated by a psychiatrist?"
- ❑ "Have you ever been in drug or alcohol rehab?"
- ❑ Do you take medication?
- ❑ "Can you live independently?"

However, there are exceptions to this general rule:

- If, during the screening process, negative information is revealed about a person's past tenancies, the HA can ask the person to explain the negative information. The person may choose to reveal information about the existence, nature, or severity of their disability that helps explain the presence of negative information. The applicant may also decide not to say anything about their disability. That is the person's right. The HA, however, has the right to review and respond to negative information on a case by case basis.

- If an applicant or resident requests the HA provide reasonable modifications or accommodations, the HA may ask the person to verify that they have a disability and the need for the requested accommodation.

- If an applicant is applying for housing that is designated for persons with disabilities, the HA may ask the person to document that they have a qualifying disability. Unless the person is applying for housing designated for individuals with a particular type of disability, the HA cannot inquire about the nature of a person's disability as long as the Housing Authority has sufficient information to determine eligibility according to the program's guidelines (a person is not obligated to reveal that they have a disability; however, a person who chooses not to reveal their disability would not be able to establish their eligibility.)

- If the applicant is applying for housing designated for individuals with a particular disability, the HA can ask them if they have that particular disability and if so, the applicant can be requested to document it. The HA may not ask about the person's health status, or any other medical information, except in types of housing that include services as part of the housing package.

D. VERIFICATION OF DISABILITY

An applicant may not be required to give the HA their medical records as proof that they have a disability or a particular disability. A letter from the person's doctor or other qualified professional stating that they have disability that satisfies the eligibility requirement is sufficient documentation. It is not required that this form be completed by a physician. Other professionals, such as rehabilitation centers, service agencies, social workers or similar professionals, who are familiar with the person's disability, may be able to provide such verification.

E. CONFIDENTIALITY OF DISABILITY INFORMATION

All information that is obtained in a confidential manner, such as medical information, must be kept confidential. The HA can only reveal this information to others with the applicant or resident's permission, or as necessary to provide reasonable accommodations.

F. GENERAL POLICY GUIDELINES ON REASONABLE ACCOMMODATIONS

The requirement to provide reasonable accommodation is intended to provide equal opportunity to participate in housing programs through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently in order to ensure equal access to programs and services.

The HA is committed to providing accommodations to qualified persons with disabilities so that the choice of living arrangements is, as a whole, comparable to other persons eligible for housing assistance under the same program as long as the accommodation is reasonable (i.e., does not cause undue financial or administrative burden or cause a fundamental alteration in the nature of the program.)

In seeking an accommodation, a qualifying applicant/resident may request:

- A structural change or repair in their apartment;
- A change or repair in some other part of the housing development;
- A change in the HA's rules, policies, or procedures (e.g., how the HA communicates with a resident)

KCHA will work with an applicant/resident to make an accommodation that is reasonable to them and that suits their needs, giving priority to those methods that offer programs and activities in the most appropriate integrated setting.

Information regarding the availability of reasonable accommodations will be made available to applicants and residents during the admission and occupancy cycle. Specifically, at time of application; during initial housing; with any notice of lease violation or lease termination; and at the time of annual review. This type of information will also be provided at other times the HA deems appropriate.

Forms and other documents used for applicants and residents will, as much as is feasible, be written in plain, intelligible language. Upon request, the HA will present documents in alternative formats, provide auxiliary aids, or communicate with a third party designated by the applicant or resident.

Reasonable accommodations will be made in response to individual requests from a qualified person with disabilities. The request may be made in any manner that is convenient for the person with a disability, including a verbal request to a housing management staff member (property manager, housing assistant) or a resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. The request may be made using forms that the Housing Authority provides for public housing applicants and residents (also available for download at www.KCHA.org). These forms provide information to applicants and residents and may be used as a guide in making the request. Individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach and what works for one person may not work for another in the same situation.

KCHA cannot provide supportive services (e.g. counseling, medical, or social services) that fall outside the scope of services offered to residents. Also, while the HA will make modifications in order to enable a qualified applicant/resident with disabilities to live in the housing, it is not required to offer housing of a fundamentally different nature. The test is whether, with appropriate modifications, the applicant/resident can live in the housing that the Housing Authority offers; not whether the applicant/resident could benefit from some other type of housing that the Housing Authority does not offer.

G. VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION

If a reasonable accommodation is requested, the HA may require the applicant/resident to provide reliable documentation (not medical records) that they have a disability and documentation of the need for the particular accommodation. Verification of need may not be requested in every situation, especially in cases where the disability may be readily apparent to a property manager or other Housing Authority representative. An example of where verification of need from a third party may not be needed would be a request for a wheelchair accessible unit when it is readily apparent to the property manager that the requesting individual uses a wheelchair. Generally, if we are unfamiliar with an applicant/resident or the person's need is not readily apparent, we may request verification of need. An applicant or resident may contact the Section 504 Coordinator to determine whether verification of need is required. The type of verification needed will depend upon

the specifics of the situation. Finally, the HA will not ask any questions about the nature or severity of the disability except as specifically related to the requested accommodation.

H. EXAMPLES OF REASONABLE ACCOMMODATIONS/ AUXILIARY AIDS

This list is not exhaustive or comprehensive, but is merely meant to illustrate examples of different accommodations that may be requested by individuals with disabilities.

Communications

To facilitate communication with persons with disabilities, KCHA will furnish auxiliary aids. Auxiliary aid means services or devices that enable persons with sensory, manual or speaking disabilities to have an equal opportunity to participate in, and to enjoy the benefits of programs and activities. However, the HA is not required to provide individually prescribed devices, readers for personal use or study, or other services of a personal nature. In determining what auxiliary aids are necessary, the HA will give primary consideration to the request(s) of the individual with disabilities.

Aids and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but to afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement. Examples may include:

- Making arrangements to accept an application or conduct an interview elsewhere if the office is not accessible.
- Providing individual and/or additional explanation of program rules and requirements.
- Sending mail or making phone calls to a person designated by the individual with disabilities as a contact person.
- Offering information in accessible formats (e.g., large type) and in plain language.
- Providing pencil and paper for those with speech difficulties, a sign language interpreter or a reader, telecommunication device for the deaf (TTY), and Assisted Listening Device (ALD.)
- Providing visual alarms and tactile signs.
- Providing written information that gives the name, address and telephone number of the HA's Section 504 coordinator, as well as the TTY number.

General Accommodations

- Permitting an additional bedroom to accommodate a household member with a disability when the additional bedroom is documented to be medically necessary.

- Approving a higher utility allowance if documentation is provided showing why it is needed.

- Adding to the household a live-in aide who will reside in the unit and provide necessary support services.

- Reinstating an application to its original place on the waiting list if an applicant shows that their disability prevented them from checking in as required or providing required paperwork in a timely manner.

Other Disability Specific Types of Reasonable Accommodations

Physical Disabilities:
- Widening doorways.
- Building a ramp.
- Providing grab bars in the bathroom.
- Providing stoves with controls on the front.
- Providing roll in showers, shower benches or raised toilets/toilet seats.
- Clearing shrubs away from pathways and trimming to eye level.
- Allowing a single resident a 2-bedroom apartment to accommodate a live-in aide.
- Allowing a service or companion animal.

Visual Disabilities:
- Allowing a service animal.
- Reading notices to the resident or providing notices in Braille, large print or audio tape.
- Providing extra lighting outside the front door of the apartment.
- Providing large print or Braille numbers on the front door or other common use areas of the building.
- Removing protruding objects from outside pathways.
- Providing a nonslip, color contrasting strip to outside stairs.

Hearing Disabilities
- Providing a door bell flasher.
- Providing a visual alarm system on smoke detectors throughout the complex.
- Providing an interpreter for the screening interview and other tenant meetings.
- Allowing a service animal.
- Installing a telecommunications text phone in the main office, or using the statewide telecommunications relay service (711).
- Amplifying a communications system.

Cognitive Disabilities
- Providing the rental agreement and other notices in clear and simple terms.
- Explaining the agreement and the rules of the housing complex.
- Showing the resident where the water shut off valve is and when to use it.

- Showing the resident how to use the appliances as well as other common use areas, such as the laundry room.
- Making outside door locks or security locks easier to operate.
- Providing a reminder at the beginning of the month that the rent is due.

Psychiatric Disabilities

- Allowing a companion or service animal.
- Moving a resident to another part of the building where it is quieter if requested.
- Placing an application back on the waiting list if they missed their intake interview or were late with their paperwork because of their disability.
- If requested, intervening with another tenant if the tenant is being harassed.

HIV/AIDS

- Moving a resident to another floor or to the ground floor for easier mobility.
- Allowing a live-in aide to live with the tenant in a 2-bedroom unit.
- Providing appropriate intervention if the resident is being harassed.
- Providing or allowing a person from the community to educate other residents about the disease.

Environmental Disabilities

- Using non-chemical or non-toxic fertilizers on the landscape areas of the complex.
- Removing carpet from the floors of the apartment, if needed.
- Using low odor, non-toxic paint when repainting an apartment.
- Removing the ballast or fluorescent lights from the kitchen and bathroom.
- Posting “No Smoking” signs in common use areas such as the office, hallways, lobby, and laundry room.

I. GENERAL GUIDELINES FOR REVIEWING REASONABLE ACCOMMODATION REQUESTS

In most instances the Housing Authority will accept the judgment of the person with disabilities, that the requested accommodation is the most appropriate, but the HA will take into account the associated financial and/or administrative burdens. The HA may explore alternatives to the requested accommodation, where the alternative accommodation meets the individual’s disability-related need.

If a number of potential accommodations will satisfy the needs of the person with disabilities (and are equally effective), the HA retains the right to select the accommodation that is most administratively convenient and cost-effective. This includes the option to select a change in procedure or policy, rather than to make a structural change, when the procedure changes would be equally effective.

If the requested accommodation creates an undue financial and/or administrative burden for the Housing Authority, the request will be denied. If so, the request will be accommodated up to the extent that it can be met without creating undue burdens.

If the request constitutes a fundamental alteration in the nature of the program, the request will be denied. However, the HA may take any action that would not result in a fundamental alteration but would nevertheless ensure that a person with disabilities has an equal opportunity to receive the program benefits and services.

The HA's determinations with respect to fundamental alterations will be made on a case-by-case basis.

Actions that require substantial modifications to or elimination of, essential lease provisions or program eligibility or screening requirements based on the obligations of tenancy. Essential obligations of tenancy include:

1. To pay rent and other charges under the lease in a timely manner.
2. To care for and avoid damaging the unit and common areas; to use facilities and equipment in a reasonable way; to create no health or safety hazards, and to report maintenance needs;
3. Not to interfere with the rights and enjoyment of others and not to damage the property of others.
4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; not to engage in drug related criminal activity;
5. To comply with necessary HUD and KCHA reasonable rules and program requirements and to comply with health and safety codes.

Types of actions considered to be a fundamental alteration include, but are not limited to:

- Actions that require the Housing Authority to add supportive services (e.g. counseling, medical, or social services) that fall outside the scope of existing services offered by the HA to applicants/residents in the program.
- Actions that require the Housing Authority to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that the HA does offer.
- Actions that substantially impair the HA's ability to meet its essential obligations as a landlord, as defined in the Lease Agreement. HA obligations under the Lease Agreement include management, administration, maintenance, or other services required for the operation of the program or upkeep of the property.

J. GENERAL GUIDELINES FOR PROCESSING REASONABLE ACCOMMODATION REQUESTS

A Request for Reasonable Accommodation may be made in any manner that is convenient for the person with a disability, including a verbal request to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a

verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. Although completion of a form is not required to make a request, all accommodation requests should be documented by the person making the request or by HA staff.

HA staff can encourage applicants/residents to complete the Housing Authority's Reasonable Accommodation Request Form. If the individual/family needs assistance, the Housing Authority will assist in completing the form. Once completed and received at the Central Office (with verification, if needed), the Housing Authority will respond to the individual/family in most cases within 45 days, unless there is a problem verifying the information needed, or unless the family and the Housing Authority agree to a longer period of time. .

Once received, the following guidelines will be used to evaluate the Request for Reasonable Accommodation:

Step 1. Is the disability documented?

- If the disability is not documented, the HA must obtain third party verification that the individual is a person with a disability.
- If necessary documentation is not provided and/or otherwise verifiable, the HA is not obligated to make a reasonable accommodation, and may deny the request. An applicant or resident will be advised of their right to provide additional information for reconsideration of their request.
- If YES, go to step 2

Step 2. Is the requested accommodation related to the disability?

- If NO, the HA is not obligated to make the accommodation, and may deny the request.
- If more information is needed to determine that the accommodation request is related to the disability, either write for more information and notify the applicant/resident, using the standard Notification of Additional Information Request form, or request a meeting or discussion.
- If YES, go to step 3.

Step 3. Is the requested accommodation reasonable?

- If YES, the HA will approve the request for reasonable accommodation. A written description of the accommodation will be included in the approval letter.

- If more information is needed, the HA will either write for more information and notify the applicant/resident, using the KCHA standard form, or request a meeting or discussion.

- If NO, the HA may deny the request or suggest/offer an alternative accommodation. The denial or suggestion/offer will be made in writing (in an accessible format.)

- Applicants and residents who have been denied reasonable accommodations are entitled to pursue available grievance procedures, including an informal meeting and/or hearing with the Housing Authority.

K. DISAGREEMENT WITH TYPE OF ACCOMMODATION

Applicants/residents are encouraged to request an informal meeting with the HA. If the applicant/resident does not agree with the outcome of their request, if they subsequently request a different accommodation because they believe that an incorrect accommodation was made, or that the accommodation that was made wasn't sufficient, the HA will decide whether to provide a different accommodation on the same basis, using the same process/verification as was made on the initial accommodation or may review additional information presented by the applicant/resident in support of their request.

The law does not set a limit on the number of accommodations the HA must provide. Every request for accommodation must be considered and provided if it does not fundamentally alter the nature of the housing program or result in an undue financial administrative burden. The HA may, however, require additional documentation that the person needs the requested accommodation and that it is likely to be effective.

L. DISCONTINUANCE OF REASONABLE ACCOMMODATION

KCHA will not unilaterally change or discontinue a particular method of providing a reasonable accommodation, without giving notice. Notice of change or discontinuation of a reasonable accommodation will be given to the resident with disabilities, including the resident's right to appeal the decision to change or discontinue the accommodation.

M. SERVICE ANIMAL POLICY

General Information:

Federal, state and local fair housing laws require that a modification be made to a "No Pet" policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden.

This policy differentiates "service animals" from "pets," describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

Definitions:

Pet:	A domestic animal kept for pleasure.
Service/Companion Animal:	Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. Or any companion animal that assists a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the resident and his or her treatment provider.

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair. Examples include:

- A *guide animal*, trained to serve as a travel tool by a person who is legally blind.
- A *hearing animal*, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- A *service animal*, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc. Service animals sometimes are called assistance animals.
- A *seizure response animal*, trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A *companion animal or emotional support animal* that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

Request for Service Animal Accommodation:

A request for a service animal accommodation may be made in any manner that is convenient for the person with a disability, including a verbal to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. . If a service animal is requested as a reasonable accommodation, the Housing Authority may ask the applicant/resident to provide reliable documentation (not medical

records) that they have a disability and that they have a need for the service animal. Follow the "General Guidelines for Processing Reasonable Accommodation Requests" outlined in section J. above.

Guidelines for Residents Using Service Animals:

The resident must:

1. Supervise the animal at all times. The animal should exhibit behavior that meets with tenancy rules (animal behaves appropriately around other people, does not damage property, does not cause undue noise, etc.).

2. Never allow the service animal to defecate or urinate on any property, public or private (except the resident's own property), unless the resident immediately removes the waste.

3. Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the resident's property.

4. Properly dispose of waste and/or litter.

5. If the resident needs assistance with cleanup, they may arrange for such help through family, friends or advocates.

Guidelines for Staff:

FEES:

A service animal is not a pet. Regardless of whether the development allows pets or not, the resident with a service animal is not required to make a pet deposit or pay a pet-related move-in cleaning fee. (The resident may be charged a general cleaning or damage deposit charged to all residents.) The resident is liable for any damage the animal actually causes.

AWARENESS GUIDELINES:

- Remember, not all disabilities are visible. The nature of the person's disability is a private matter, and you are not entitled to inquire for details.

- Allow a service animal to accompany the resident at all times and everywhere on the property except where animals are specifically prohibited (such as a community garden).

- Do not separate or attempt to separate a resident/handler from her or his service animal.

- Do not pet or touch a service animal. Petting a service animal when the animal is working distracts the animal from the task at hand.
- Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- Do not deliberately startle a service animal. Avoid making noises at the animal (barking, whistling, etc.).
- Avoid initiating conversation about the service animal, the resident's disabilities or other service animals one has known. If you are curious, you may ask if the resident/handler would like to discuss it, but be aware that many persons with disabilities do not care to share personal details.
- If other tenants complain about the fact that they are not allowed to have a pet and want to know why you have made an exception, simply explain that the Housing Authority complies with the fair housing laws. You can also refer tenants to the fair housing laws or the local fair housing agency for further details.
- Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.
- A resident may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

REMOVAL OF A SERVICE ANIMAL:

If a service animal is unruly or disruptive (jumping on people, excessive noise, biting, or other harmful behavior), the Housing Authority Property Manager may ask a resident to remove the animal from the area. If the improper behavior happens repeatedly, the Property Manager may tell the resident not to bring the animal into any area of the property except the resident's rental unit, until the Housing Authority receives satisfactory documentation that significant steps have been taken to mitigate the behavior.

AREAS OFF LIMITS TO SERVICE ANIMALS:

Generally, a leashed service and/or companion animal is permitted in most areas of the property. The Housing Authority may designate certain areas off limits to service animals, where significant health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community. These areas may include such common areas as community kitchens and community gardens. Please check with your property manager or Section 504 Coordinator for information as to any areas that may be off limits to service animals.

N. REQUESTS FOR A DESIGNATED PARKING SPACE

INTRODUCTION

The King County Housing Authority recognizes that many of its public housing developments have limited parking spaces which are less in number than the total housing units in the building or development. In many cases, the number of resident-owned vehicles in some developments exceeds the number of parking spaces. Often, the space for additional parking is limited by amount of land, building codes, zoning, and environmental limitations. The Housing Authority recognized that because there are so many variables system-wide, the designated parking space reasonable accommodation policy must be flexible enough to meet resident needs, enforcement challenges and the physical limitations of properties.

The Housing Authority is committed to providing designated accessible parking spaces to qualified persons with disabilities so that their disability-related needs for parking are met as long as the accommodation is reasonable (i.e., does not cause undue financial or administrative burden or cause a fundamental alteration in the nature of the program).

REQUEST FOR RESERVED ACCESSIBLE PARKING SPACE

A parking accommodation request may be made in any manner that is convenient for the person with a disability, including a verbal to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. Although completion of a form is not required to make a request, all accommodation requests should be documented in writing by the person making the request or by HA staff.

Along with the request, the resident must submit copies of the following:

- ✓ Current driver's license
- ✓ Proof of insurance
- ✓ Proof of vehicle ownership
- ✓ Proof of current vehicle registration
- ✓ Proof of current state disabled parking permit

If a reserved accessible parking space is requested as a reasonable accommodation, the Housing Authority will request that the applicant/resident provide reliable documentation (not medical records) that they have a disability and that they have a need for a designated parking space. Generally, proof of current state disabled parking permit, along with the additional documentation noted above will be sufficient to review a request for a designated parking space. If proof of current state disabled parking permit is not available, the Housing Authority may request verification of disability from a third party provider.

Upon review and approval, applicant/resident will be advised if a wait is required due to lack of existing available parking spaces. They will also be advised of other options that may be available to them.

ANNUAL REVIEW OF RESERVED PARKING SPACE REASONABLE ACCOMMODATION

Because some physical conditions change over time and parking is limited, the Housing Authority must establish a continued need for designated parking by all of those who have had prior approvals for this reasonable accommodation.

Generally, if a disability is permanent, we only need to know that the resident continues to possess a registered, insured vehicle and a valid driver's license. This paperwork should be submitted by the resident to their property management office. If the disability is not permanent, the resident will be asked to provide verification of continued need which will be forwarded to the Section 504 Coordinator for review.

ENFORCEMENT

Where reserved accessible parking spaces have been approved, the Housing Authority's role in enforcing these spaces may include:

- ✓ Towing of vehicle, if staff is available on-site, according to Housing Authority policies.
- ✓ Upon receipt of complaints from residents, the Housing Authority will serve lease violation notices to residents or others who are in violation.
- ✓ The housing authority will post signs stating "no vendor or visitor parking" in accessible spaces at their 23 mixed population buildings.

If you have questions about reasonable accommodations, you may contact the King County Housing Authority Section 504 Coordinator.

24: EXHIBIT M - CONFIDENTIALITY OF TENANT RECORDS

A. GENERAL POLICY

It shall be the policy of the HA to comply with the Federal Privacy Act of 1974, particularly as it relates to the protection of both Applicant and Tenant records. Implementation of this policy shall be in accordance with the rules set forth in 24 CFR Part 16 and 42 CFR Part 2. All HA employees, commissioners, officers, and consultants shall be bound by the requirement that all Tenant/Applicant information shall be kept strictly confidential. Any requests for information which are not clearly defined below are to be referred to the Housing Authority's Central Office for review and approval.

B. DATA COLLECTION AND DISCLOSURE

All Applicant or Tenant records in a HA sponsored program must be stored in a confidential manner and will be made available to HA employees, (or authorized persons) upon a "need to know" basis. The following lists specific examples of when information may be released:

1. Tenant/Applicant records may be disclosed pursuant to a written request signed by all individuals to whom the records pertain.

2. Tenant/Applicant records may be disclosed to employees within the Housing Authority who need the records to perform their duties.

3. Tenant/Applicant records may be disclosed to other public housing authorities to whom the tenant applies for tenancy.

4. Tenant/Applicant records may be disclosed to the United States Department of Housing and Urban Development.

5. Tenant/Applicant records may be disclosed to other federal and state agencies with a right to know.

6. Tenant/Applicant records may be disclosed pursuant to a lawfully issued subpoena or court order or as otherwise required by law.

7. Tenant/Applicant records may be disclosed to another agency or governmental entity for a civil or criminal law enforcement purpose if the agency or governmental entity has made a written request specifying the information desired and the law enforcement activity involved.

The HA requires that records be kept of any disclosure that it does make. The record must show (at a minimum) the date, nature and purposed of each disclosure, as well as the name and address of the person or agency to whom the disclosure was made.

C. SPECIAL PRIVACY AND CONFIDENTIALITY RULES RELATING TO CRIMINAL RECORDS

In determining eligibility/suitability for housing assistance, the HA will require that all adults (including live-in aides) declare any previous criminal history and to sign a consent form authorizing the release of criminal records to the HA. The HA will complete a Criminal History background check for **all** adults for which a determination of eligibility/suitability for housing assistance is being made.

The HA will ensure that all criminal records obtained for this purpose are maintained in a manner that is strictly confidential, allowing access to the information only to those employees, officers, or HA representatives who have a job-related "need to know". Such information shall not be misused or improperly disseminated and will be destroyed once the purpose for which it was obtained is accomplished. Upon request the HA will provide a copy of the criminal record directly to the person for whom it was obtained and, in the case of the receipt of adverse information, provide the applicant with an opportunity to dispute the accuracy or relevancy of the record.

D. HA GUIDELINES ON RELEASE OF INFORMATION

1. Information Requested Regarding Current HA Participants/Applicants

    a. Requests must be specific as to the information sought and must be in writing. Documentation must include: date, nature and purpose of such disclosure, and the name and address of the person or agency to which the disclosure is made.

    b. Any requests for information made by journalists must be referred to the Central Office unless otherwise directed.

    c. For statistical research, information may be given by the Area Office as long as the information/data is transferred in a form that does not identify individuals.

2. Information Requested Regarding Former HA Participants/Applicants

    a. Requests must be specific as to the information sought and must be in writing.

b. Released information must be provided in short, specific terms that can be easily supported by proper file documentation. Narrative comments, **especially opinions**, are to be avoided.

c. Regarding rental delinquencies, the number of "valid" delinquencies may be given, however, it is the Manager's responsibility to ensure that proper consideration is given to those delinquencies where an agreement had been reached or where there were mitigating circumstances.

d. Regarding inquires about complaints lodged against the family, negative information about the family is not to be given out unless it has previously been thoroughly evaluated by the management staff and efforts had been made to assist the family in correcting the problem area(s).

e. Always keep in mind that anything negative put down in writing goes out with the Managers signature, making the Manager liable for any inaccuracies or charges that cannot be supported. If in doubt, always give a positive response.

25: EXHIBIT N - CHILDCARE IMPLEMENTATION PLAN

I. PURPOSE

KCHA's mission includes encouraging resident self-sufficiency and building community through partnerships. These two mission-mandated goals have also been included as key goals in KCHA's Making Transition Work (MTW) Demonstration. Resident run childcare facilities represent one strategy to pursue KCHA's mission by contributing to resident self-sufficiency and building partnerships with residents to increase the services and overall quality of life in the communities where they live. In addition, in-home childcare centers provided by immigrants and residents with limited English proficiency not only provide resident self-sufficiency but also provide ethnic and culturally appropriate services that enrich our communities.

II. REFERENCES

Resident Request to Operate a Business (KCHA 229); Resident Lease, In-home Profit Making Agreement; Initial Approval/Denial Letter (KCHA 230); Consent for In-home Childcare; Final Approval Letter; and, Notice to Childcare Clients.

III. APPLICABILITY

This policy applies to all public housing units operated by King County Housing Authority except those operated under a mixed-finance agreement where KCHA has designated specific units for operation of a Childcare facility. See Exhibit Q for policies relating to operation of Childcare facilities under these circumstances.

IV. RESIDENT REQUEST TO OPERATE A BUSINESS

If the Resident desires to operate a childcare business from his/her low rent Public Housing unit, the Resident **must** submit a written request to do so to KCHA. The Request should be submitted using form KCHA 229 – Resident Request to Operate a Business.

A. **KCHA Assessment of the Request**: Management, Maintenance and Resident Service staff will consult with other staff as appropriate to determine if the request to run an in-home childcare should be approved, KCHA will respond to the Resident in writing using KCHA form 230 – Initial Approval/Denial Letter. All denied requests will be reviewed by KCHA's Central Office staff prior to a final determination. If the initial request is denied, the Resident

may use KCHA's Grievance Process to appeal the determination. The resident must receive KCHA's written approval prior to beginning business operation.

In making the determination to approve/deny a resident request to operate an in-home childcare, KCHA staff will consider the following:

1. **Where will the childcare business be conducted?** a) Within the unit; b) within the unit and on the grounds surrounding the unit; c) in the above areas and including the common area of the development. The proposed childcare must be compatible with the unit and development and must not overload facilities available to other Residents in other developments.

2. **Is alteration of the unit requested?** Written request by the Resident and written KCHA approval is required prior to any alteration of the unit (as originally accepted by the Resident). The cost of completing approved alterations is the responsibility of the Resident. Any structural improvements will become KCHA property upon termination of tenancy. Reasonable Accommodation to permit the childcare to operate is the responsibility of the Resident, not KCHA. KCHA will not transfer a Resident for the purpose of accommodating the business operation.

3. **What special licenses, permits or other requirements are required?** It is the responsibility of the childcare business owner to comply with all laws and rules outlined by the state, county and local jurisdictions; this includes licenses, lease requirements, zoning requirements, permits, etc. City issued business permits must be obtained and renewed, as required or applicable. Resident Services staff is available to assist in-home childcare providers with licensing requirements. Staff will also work with Childcare Resources staff to assist with license requirements. KCHA will terminate permission to operate the childcare business if licenses or permits expire. Copies of applicable licenses must be posted. Copies of applicable licenses and/or permits must be posted within the unit.

4. **Are Business and/or Professional Liability Insurance required?** The Resident-business owner must carry at minimum $1,000,000 business liability insurance, and must name KCHA as the additional insured. KCHA will terminate permission to operate the business if insurance expires.

5. **What KCHA-provided utilities will be required by the business?** KCHA provided utilities are usually water, sewer, garbage, etc. Excess utilities provided to the business will be charged to the Resident-business owner. Excess utility usage will be determined by comparative analysis with other units of similar size.

6. **How will business-related trash and waste be disposed?** The disposal of business-generated trash is an operating expense of the business and must be paid according to the Schedule of Maintenance Charges.

7. **What type of signage is desired?** Signage must be approved, in advance, by KCHA.

8. **When can the business begin?** After **all** preliminary requirements are met; the Resident will receive form KCHA 234 – Final Approval Letter to begin operation.

B. **Permission under the Lease:** The Resident must sign KCHA 232 – In Home Profit Making Agreement and KCHA 231 – Consent for In Home Childcare. The Resident must have their client(s) sign KCHA 233 – Notice to Childcare Clients and keep this form in their files.

C. **Review of Income:** The Resident must report net income generated from operation of the business. If the Resident is participating in training, apprenticeship or another program, which qualifies for income exclusion, an interim review will be completed to initiate this rent benefit. On-going operation of the business will be reviewed as part of the Resident's Annual Eligibility Review. The Resident must bring to the review documents, which are applicable to the business operation.

D. **Parking Rules:** The Resident who operates a business must comply with KCHA's Rules for Parking Motor Vehicles; KCHA's Area Property Manager can set guidelines for parking.

E. **Keys and Access to Unit:** KCHA must approve through photo I.D. any employee who will be assisting with operation of the business on-site. If the Resident wishes to grant employee access to the Resident's unit, the Resident must request and pay for additional keys to provide such access. Area offices will provide a form authorizing the additional employee to access the Resident's unit.

F. **Repair Charges:** If repairs to the unit are related to the operation of the business, repairs charges will be assessed at maintenance rates.

G. **Being a Good Neighbor:** The business must not interfere with the peaceful enjoyment of the property by other Residents. To minimize the impact of the childcare on neighbors, walk-in customers are limited to 8 per day.

H. **Subsequent Transfer:** If the Resident-business owner with a KCHA-approved business transfers to another KCHA unit/site, the Resident must re-initiate the business operation request at the new property. This is because new

zoning, parking, State Childcare licensing requirements, and other restrictions may be applicable at the new location.

I. **Responding to Requests:** KCHA staff will provide written response to the Resident in the format of KCHA 230 – Initial Approval/Denial Letter as shown in this procedure. Residents will necessarily acquire documentation in steps or stages. Follow-up meetings may be required.

J. **Lawn Maintenance:** The Resident-business owner will be responsible for the maintenance of the fenced-in yard.

K. **Priority Status:** Childcare operators must give priority to serving children of residents from the public housing development where the childcare center is located. However, this does not mean that they cannot accept families who are not KCHA residents.

L. **Current Verification:** KCHA will require childcare operators to provide proof that they are maintaining their certification and meeting on-going training requirements mandated by state, county, and local regulations as a condition of continuing the operation of their business.

M. **Complaints:** Complaints by neighbors for activities of the childcare center, if valid, shall be considered lease violations and appropriate notices will be issued to the childcare provider by housing management staff.

26: EXHIBIT O - SCHEDULE OF TENANT CHARGES - KCHA

To standardize charges to tenants for services rendered by management, this uniform charge schedule will be used. All other charges not specifically included in the Schedule of Charges below will be based upon the actual cost of materials plus labor at the current HUD-approved labor pay rate.

Tenant shall pay reasonable charges (as outlined herein) for the repair of damages to the dwelling unit, equipment or to the project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest; and/or whenever repair or replacement is necessitated for reasons other than normal wear and tear. Charges for landscaping and cleaning apply when tenants are responsible for these tasks.

In cases where the cost of repair is greater than the cost of replacement, the replacement cost will apply. In instances where the housing authority has an established life cycle and the cost of repair is greater than the cost of replacement, the tenant will be charged for the unused portion of the life cycle.

Whenever referred to in this policy, "Actual Costs" will be the current actual cost of materials and labor to repair or replace each item. Labor charges will be assessed in 15 minute (0.25 hour) increments for the actual time worked only, and do not include travel time by the maintenance staff. The minimum time charged will be 30 minutes (0.5 hours) during regular business hours and 60 minutes (1 hour) after normal working hours, weekends and on holidays. All charges for labor will be calculated using the labor rate in effect at the time the work is completed.

Examples of instances beyond normal wear and tear include but are not limited to:

- Damage/repair: broken glass for light fixtures, cracked floor tiles, holes in walls or ceilings, damaged or missing doors, burnt countertops, broken appliance components, and carpet stains.
- Painting: due to crayon/ink marks, returning paint to original color, and encapsulating/covering substances such as residue from cooking or candles.
- Yard: overgrown vegetation.

Work Orders Charged to Tenants

Any maintenance work to be charged to a tenant will be plainly marked as charged on work orders. Completed work orders will be reviewed by the portfolio management office which will post applicable charges to the tenant's account and file the work order in the tenant’s file. Property Management staff will notify the tenant of any charges.

Schedule of Charges - Routine Maintenance and Other Charges (Including deposits)

Item	Description	Cost
Unit Key	Lost/Unreturned Key Replacement	$5.00 per key
Electronic Key Access Card	Lost/Unreturned Card Replacement	$10.00 per card
Lock Changes	Failure to Return Keys/Requested by Tenant	$25.00 per lock
During Work Hours Lock Outs	Tenant is locked out of unit	$15.00 per occurrence
After Hours Lock Outs	Tenant is locked out of unit	$50.00 per occurrence
Garbage Dump Fees	If total amount of trash/items removed from unit will not fit in dumpster/compactor	Actual cost.
Furniture/Appliance Disposal	Tenant-owned Items taken to the dumpster	$25.00 per item
Return of Garbage Cans/Lids	From street to unit area	$10.00
Rescheduling Pest Control	Tenant unprepared for treatment	Actual cost from contractor
Copies of Documents	From tenant file or policy documents	No charge for 25 pages or less. $.15 per additional.
Over Housed Family Fee	Family is in a bigger unit than they qualify for	The charge will be calculated as the difference between the local (1) Voucher Payment Standard for the family's current unit size and (2) the Voucher Payment Standard for the unit size for which the family actually qualifies.
Additional Parking Space	If extra spaces are available	$25.00
Security Deposit	Refundable deposit required at time of move-in	$75 (mixed population bldgs.) $150 (family properties)
Pet Deposit	For allowed pets per policy	$100 per pet

Note: All charges in this policy are subject to exceptions based on approved Reasonable Accommodation requests.

27: EXHIBIT P - TRANSFER POLICY[25]

I. PURPOSE

To establish a policy governing the transfer of residents currently residing in KCHA's subsidized housing programs. While the goal of the Transfer Policy is to maintain the household's occupancy within proximity to their current residence, this policy is designed to give KCHA additional options for accommodating the needs of its clients the option of a transfer of a client to another housing program when KCHA determines such a move is in the best interest of the client and KCHA.

Exceptions to this policy may be made when approved by the Executive Director to carry out an approved relocation plan for a capital project.

II. APPLICABILITY

This policy is primarily applicable to KCHA's Public Housing, Section 8 Housing Choice Voucher and Project-based assistance provided under KCHA's Private Housing, Local/Tax Credit and Mixed Finance programs. However, in limited circumstances, a transfer may be made available to occupants of KCHA's Preservation program site(s) to assist residents with a move out of the property when KCHA determines such a move is the best option available.

- ❑ KCHA will first seek to maintain a family's occupancy within the program group (see below) in which the household currently participates.
- ❑ This policy **DOES NOT apply** to Transitional Housing and Permanent Supportive Housing units operated under contract with KCHA. Current residents of such programs are not permitted to transfer within their program or to other programs other than as stipulated in individual program and occupancy agreements. (However, please refer to the Tenant Selection section of this policy for additional options that may be available to current participants of KCHA affiliated transitional and conditional housing programs).
- ❑ Residents approved to transfer to an alternate housing program (i.e. Public Housing to Project-based subsidy, etc.) will be treated as current residents of the new housing program and will not be subject to standard Housing Authority applicant screening procedures or wait list requirements. **[**Exception: Residents transferring into the Private Housing Program may be required to pass Owner screening. Cost of screening may be passed to the resident.**]**

[25] Approved MTW – FY 2007, modified 2010, 2011

- Residents transferring to an alternate housing program must meet any eligibility requirements specific to the program and/or unit. Upon transferring, Residents will be subject to the rent policies, rental terms and subsidy parameters that apply to the new dwelling unit and/or program. No transfer will be completed until the Resident signs all paperwork required by KCHA for participation in the new program.

The following program groups will be used to determine housing options available to KCHA under this policy:

A. **Program Groups:**

- **KCHA Project-based Subsidy programs:** Includes KCHA's Public Housing units and Mixed-Finance and other Project-based Section 8 units owned and/or managed in partnership with KCHA (i.e. Egis, Greenbridge, Birch Creek and other Project-based Section 8 units located at former Public Housing sites as well as other HOPE VI Private Replacement Housing where the applicant waiting list has been combined with KCHA's Public Housing program waiting list).

  - In general, this program group can accept transfers from any other group, as determined necessary under this policy. However, individual property constraints may limit transfers to Public Housing units operated under a special "set-aside" program or Project-based units jointly funded under the Low-Income Housing Tax Credit (LIHTC) program.

- **KCHA Tenant-based Subsidy program:** Includes subsidized units funded through the use of a KCHA Housing Choice Voucher.

  - Due to limited resources, transfers **into** the Section 8 Housing Choice Voucher (HCV) program may only be considered, on a discretionary basis by KCHA, as a last option when no other suitable unit is available. When a family's wait for an appropriate unit has exceeded the maximum threshold established under this policy, transfer to the Housing Voucher program will be considered as provided in Section IV below. Use of a Housing Voucher in such instance will be at the sole discretion of KCHA.

- **Preservation Program:** Includes units operated and owned by KCHA under a Preservation program contract administered by HUD's Multi-Family Housing office.

  - HUD regulations do not allow households to transfer **into** this property from another program group.

III. OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. Address emergency situations.

B. To fully utilize housing resources available within KCHA's housing programs in a manner that balances the needs of current residents with that of the Housing Authority.

C. To avoid overcrowding or under occupancy of units by insuring that each family occupies the appropriate size unit.

D. To facilitate the relocation of a family when required for modernization or other management purposes.

E. To facilitate relocation of families with inadequate housing accommodations, such as the need for accessibility features not found in the current dwelling unit.

F. To provide an incentive for families to assist in meeting the King County Housing Authority's deconcentration goal.

G. To eliminate vacancy loss and other expense due to unnecessary transfers.

IV. DETERMINING THE APPROPRIATE HOUSING RESOURCE

As stated in Section I above, the Housing Authority will first seek to maintain a family's occupancy within the **program group** under which the household currently resides. However, under limited circumstances, completion of a transfer to an alternate **program group** (i.e. transferring a Section 8 HCV participant to Public Housing) may become necessary in order to meet the needs of the household and/or the Housing Authority.

Determination of the need to provide assistance under an alternate program group will be made at the sole discretion of the Housing Authority after careful consideration of the facts and documentation received. In determining whether to offer such a transfer, KCHA will evaluate all elements including but not limited to: the individual client's need and urgency of the request; program requirements and regulatory constraints, inventory and turnover; limited resources and availability of other alternative housing options; the number of recent transfers into and out of a program; and, other general considerations of the housing programs. If the evaluation identifies housing resources that can be made available through more than one program, KCHA will have sole discretion regarding the program to which a client's transfer will be approved.

Subsidy under an alternate program group identified in Section II (above) may be provided if a unit of appropriate size, type and location does not exist within the client's current program, or, if such unit does not become available within:

For Category 1 transfers - within 2 months

For Category 2 transfers - within 12 months

For Category 3 transfers - within 24 months

For Category 4 transfers - within 48 months

All requests that have exceeded the time limits within the appropriate category will be reviewed quarterly to determine if an alternate program group should be used to complete the transfer. Allocation of a Housing Choice Voucher as an available transfer resource will be left to the sole discretion of the Housing Authority – offered only as a last resort following a determination that no other suitable housing is (or will soon be) available. If the Housing Authority's HCV program is over-leased or if HUD funding is deemed to be inadequate, the option of providing HCV vouchers may be suspended at the sole discretion of the Executive Director or their designee.

In addition, the following guidelines will apply in determining the appropriate housing resource for each household:

- If a resident turns down a suitable unit offered to them as part of their transfer request without good cause, they will not be eligible to receive a voucher, even if they have exceeded the time limits established by category for transfers.
- In cases of emergency, KCHA reserves the right to immediately consider all housing options available and assign households to an alternate program group. Such determinations will be made based on individual household circumstances and only with the approval of KCHA Executive Director or designee.
- Current residents approved for transfer under Category 5 (Incentive Transfers) will not be provided the opportunity to transfer to another housing program.
- The Housing Authority will consider a dwelling unit located within 25 miles of the current residence suitable for purposes of transfer approval. This means that a resident would not be able to turn down a unit without good cause that is offered at a property that is located within 25 miles of their current property.

V. CATEGORIES OF TRANSFERS

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 the need to move a tenant due to:

- defects of the unit or the building in which it is located that render the current unit uninhabitable;
- planned modernization work that requires relocation of the household so that work can proceed;

- the health condition of a family member which results in a determination that the need for the transfer is an "urgent medical necessity";
- acts of retaliation or a hate crime against a tenant or household member resulting in a determination a transfer is warranted to ensure safety of the household;
- the documented request of a local law enforcement agency in order to protect the safety of a witness to a crime; or,
- documented evidence of domestic violence, dating violence, sexual assault or stalking or the threat of physical violence against the resident or member of the resident's household, as defined under the Violence Against Women Act. Residents seeking protection under VAWA will be required to provide certification of their qualification as a victim of domestic violence as defined under the law prior to approval of any transfer request. Acceptable forms of certification include:

  1. A completed HUD-approved certification form;
  2. A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.;
  3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

KCHA's **Emergency Transfer Plan** for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (see Section XIII of this Exhibit) provides information, including how to request an emergency transfer, confidentiality protections, how an emergency transfer may occur and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that KCHA is in compliance with VAWA.

Category 2: Immediate administrative transfers. These transfers are necessary in order to:

- permit a family needing accessible features to move to a unit with such a feature;
- allow a dwelling to be available for non-occupancy purposes when the Housing Authority or Owner has determined such use is in the best interest of the community;
- permit a transfer to/from a unit designated for a specific use (i.e., child care designated unit) to allow the unit to be used for the specific intended purpose; or,
- permit a family qualifying for a specific type or size of unit to transfer to a different development in order to address administrative needs.
- permit recipients of special types of Section 8 vouchers with limited funding from HUD, such as Emergency Housing Vouchers, to move into programs and/or units with a stable funding stream.

    1. This does not include time-limited vouchers, such as Youth Vouchers.
    2. This group may be placed ahead of other transfers in this category in order to avoid a gap in housing.
    3. KCHA may choose to forgo all waiting periods for moving to different programs with this type of transfer. Other procedural items may also be altered due to the unique nature of this group.

- allow recipients of time-limited Youth Vouchers who are participants in the KCHA Young Adult Prosperity Program (YAPP) to move to a more permanent subsidy.

    1. Transfers of this type will be contingent upon:
        a. the tenant agrees to the forfeiture of any KCHA-managed savings that they have accrued while on the YAPP program.
        b. the tenant being in good standing with YAPP, in addition to being in good standing with their housing program, as detailed below.
        c. written confirmation from a provider associated with the tenant, including KCHA resident services staff, that without ongoing subsidy the family will be at risk of becoming homeless.
    2. To prevent a gap in housing, these transfers may be:
        a. placed ahead of other transfers in this category.
        b. allowed to forgo the waiting period to move into a different housing program.

Category 3: Administrative transfers. A resident will be approved to transfer under this category only once in every 3-year period. The following minimum criteria must be met for

transfers in this category: (1) The family must have been a resident for a minimum of one (1) year prior to the date of the transfer request; **and**; (2) the family will be required to

provide third party verification that documents the need for the transfer. These transfers are approved in order to:

- allow a family to move closer to the head or spouse's place of employment or education when the following criteria are met:

  1. **if to be closer to employment**, the tenant has been employed at the existing job for a minimum of three (3) months and documentation indicates the likelihood that such employment will continue to be ongoing; **or**,

  2. **if to be closer to school**, the tenant is currently enrolled in and attending classes, and documentation indicates the education program is projected to continue for a minimum of one (1) year;

  In both instances, documentation must indicate that the move will substantially reduce the mileage and/ or travel time or costs of the tenant. (See Section IV: Determining the Appropriate Housing Resource for mileage minimum)

- allow the family to move closer to a specialized school where one or more of the children in the family **must** attend such a school and documentation is provided to demonstrate that attendance at the school is essential to the child's physical or cognitive development.

  1. A transfer would not be approved when attendance at the special school is due to a matter of "choice" rather than documented need.

- allow an Elderly or Disabled household to move closer to a natural support or service provider for a specific stated reason that will improve or eliminate the detrimental effects of the current living situation.

- other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem. (requires approval of the Executive Director)

Category 4: Occupancy Related Transfers. These transfers are approved in order to correct occupancy standards where the unit size is inappropriate for the size and composition of the family as follows:

- **Under-housed units** – a family is under-housed when the number of household members residing in the unit would exceed the Occupancy Standards established by the Housing Authority and/or the Owner by more than two (2) occupants.

- **Over-housed units** – a family who resides in a unit larger (i.e. contains more bedrooms) than would be assigned according to Occupancy Standards established by the Housing Authority is considered over-housed.

Review of family composition will be completed at the time of each household's Annual Update (or Lease renewal date or other Re-certification schedule). Residents will be placed on the transfer list as of the date of their review and selected for transfers within the following guidelines:

- "Over-housed" families will be prioritized for transfer over those qualifying as "Under-housed" as listed in Section VI (Order of Selection)of this policy.

- Transfers completed in this category will be limited to a maximum of 4 per month.

Category 5: Incentive transfers. These transfers are approved in order to offer incentives to families willing to help meet certain Housing Authority occupancy goals when:

- the transfer of a family is necessary as part of the Authority's Deconcentration Plan as described in Section 6 (Tenant Selection and Assignment) of the ACOP; or,

Residents approved for transfer under Category 5 will not be provided the opportunity to transfer to another housing program.

Category RAD Mobility: Mobility Transfers. These transfers are only available for tenants who currently live in a former Public Housing property that was converted to Project-based Section 8 via the HUD Rental Assistance Demonstration (RAD) program. It allows the tenant to move from the property using a Tenant-based voucher.

A. This option is only available to tenants who have lived in the RAD unit for 12 months or more.

B. The number of vouchers issued in this category will be limited to no more than three-quarters of the turnover vouchers issued in a given year.

C. The number of turnover vouchers consists only of vouchers which are pulled from KCHA's general voucher waiting lists. Special purpose vouchers, such as VASH and FUP, are not considered when calculating the cap.

D. When the number of requests for mobility transfers exceeds the cap, names will be held on a transfer list in the order they were received. Tenants will be offered vouchers as they come available.

VI. ORDER OF SELECTION

Transfers will be sorted by the above categories and within each category where applicable by date and time of the approved transfer request. Households will be selected and offered a transfer according to the following:

A. Transfers in categories 1, 2 and 3 (Emergency, Immediate and Administrative transfers) will be housed ahead of any other families, including those on the applicant waiting list. Emergency transfers (category 1) will be housed ahead of transfers in category 2. Immediate transfers (category 2) will be housed ahead of those in Category 3.

B. Occupancy-related transfers (category 4) will be housed after transfers in categories 1-3. "Over-housed" families will be prioritized within Category 4 and pulled from the transfer list at a ratio of 3 for every 1 transfer of those who qualify as "Under-housed". Transfers completed in this category will be limited to a maximum of 4 per month, unless otherwise determined necessary by the Housing Authority in order to meet specific program goals or approved by the Executive Director or designee.

C. Incentive Transfers (Category 5) will have the lowest priority and will be housed only after needs in Categories 1,2, 3 and 4 have been addressed and only when the transfer meets the Occupancy and Administrative needs of KCHA.

   Units will not be held open for availability to particular transfer group if no elibible household is approved for transfer within such group.

   Exceptions may be made to the order of selection when approved by the Executive Director in cases of documented urgent need.

D. **RAD Mobility Transfers** will be conducted only when issuing non-special purpose tenant-based vouchers from the waitlist. These transfers will not be dependent on the order of selection for categories 1 through 5. Vouchers will be offered in order of the date and time of the approved transfer request.

VII. INABILITY TO LOCATE AN APPROPRIATE HOUSING RESOURCE

This policy is designed to give KCHA additional options for accommodating the needs of its clients in light of the limited housing resources available. In limited circumstances, resulting from the urgency of the request or type of unit needed, it may not be possible to identify an appropriate housing resource within KCHA's subsidized unit inventory. In such instances, KCHA reserves the right to offer a resident a transfer to the Section 8 Housing Choice Voucher (HCV) program.

Availability of the use of the HCV program in this manner is not intended to provide a right to any resident to obtain a Housing Voucher upon approval of a transfer request. Any

decision to utilize the Section 8 Housing Voucher program as an alternate housing resource will be made at the sole discretion of the Housing Authority's Executive Director (or designee) after careful consideration of the facts and documentation received, including the impact upon HCV resources and competing program needs. Documentation supporting KCHA's determination will be maintained in the resident's file.

A family approved to transfer to the Section 8 Housing Voucher program to permit a move to an accessible unit will not be allowed to utilize the voucher to lease a unit that does not meet the accessibility requirements indicated on the transfer request.

VIII. REJECTION OF A UNIT OFFER

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

A. If the family rejects **with good cause** any unit offered, they will not lose their place on the transfer waiting list. **Good Cause** is defined as:

   1. Reasons related to health, proximity to work, school and childcare (for those working or going to school); or,

   2. Documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury.); or,

   3. Refusal (turndown) of a zero-bedroom apartment (alcove unit) by a household that includes more than a single (one) individual.

   4. Refusal (turndown) of a transfer to a Project-based or Tenant-based Section 8 subsidy (or unit) by a "Mixed Family" (see definition in Section 1) when the mixed family "prorated rent" calculation procedures of the new subsidy (or unit) would result in a rent that is not affordable for the household.

B. **If the transfer is being made at the request of the Housing Authority and/or Owner** and the family rejects two offers without good cause, the Housing Authority and/or Owner will take action to terminate their tenancy and/or subsidy.

   1. If the reason for the transfer is that the current unit is too small to meet the Housing Authority or Owner's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

   2. Exception for families over-housed in a RAD property at the time of conversion: If the Family lives in a RAD property and was over-housed at that property at the time of RAD conversion then:

a. Unit offers at properties other than the covered RAD project after the first turndown do not count toward the unit offer rejections. Termination of tenancy and/or subsidy after the second unit rejection is not allowed, per HUD rules.

b. Units may continue to be offered to the over-housed tenant.

c. When an appropriately sized unit is offered to the tenant at their RAD property, they must move to that unit per the timelines in this policy.

d. Rejection of an appropriately sized unit offered to the tenant at the RAD property without good cause will lead to termination and/or loss of subsidy.

C. **If the transfer is being made at the family's request**, and the family rejects a unit offer without good cause the Housing Authority will cancel the transfer request and remove the family from the transfer list.

D. **If the transfer request is a reasonable accommodation request** and a suitable unit is offered by the HA and subsequently turned down by the resident without good cause as described in Section IX-A, the reasonable accommodation request will be considered closed.

E. **Over-housed families** will receive a one-time $200 payment if they accept the first suitable unit offered to them.

F. **Over-housed families** who refuse to accept a transfer to an offered unit without good cause (see IVIII.A above), will be charged a monthly use (surcharge) fee until they move to a suitably sized unit. The charge will be calculated as the difference between KCHA's (1) Payment Standard for the family's current unit size and (2) the Payment Standard for the unit size for which the family actually qualifies.

IX. COST OF THE FAMILY'S MOVE

The cost of the transfer will be the responsibility of the family except when approved under the following circumstances:

A. When the transfer is needed at the request of KCHA in order to carry out rehabilitation or modernization activities;

B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable; or

C. When the transfer is part of an approved reasonable accommodation request.

Where it is determined that the cost of the transfer is the responsibility of the Housing Authority, the Housing Authority will reimburse the tenant for the reasonable costs associated with the move, as determined by the Housing Authority.

X. TENANTS 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 the King County Housing Authority and/or their current Owner. This means the family must be in compliance with their lease, current in all payments to the Housing Authority or Owner, and must pass a housekeeping inspection, if required by the individual program from which the family will move.

XI. TENANT REQUESTED TRANSFERS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The tenant will be required to provide supporting documentation regarding their request. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority will approve or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

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

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

XII. RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure 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 tenant to transfer or refuse to transfer.

XIII. EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. Emergency Transfers

In accordance with the Violence Against Women Act (VAWA)[26], the King County Housing Authority (KCHA) allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[27] The ability to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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

B. 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:

1. reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; **or**
2. is a victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Whether or not a tenant is in good standing does not impact their ability to request or be approved for an emergency transfer under VAWA.

C. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall:

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[26] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

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

- notify the Housing Authority and submit a written request for a transfer.

  1. Tenants in the Housing Choice Voucher (Section 8) program should contact their Housing Specialist. To locate the Housing Specialist contact information go to https://www.kcha.org/contact/section-8 or call (206) 214-1300.

  2. bTenants living in a KCHA Property should contact their Property Management Office. Phone numbers for these offices are found at https://www.kcha.org/contact/offices .

  3. KCHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

  1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under KCHA's program; **or**
  2. In the case of a tenant (or household member) who is a victim of sexual assault, either:
     a. A statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit, or
     b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

- If the written request for an emergency transfer does not include the required statement, the tenant shall have 14 business days to provide such a statement. After that, a new request for an emergency transfer must be initiated by the tenant.

D. Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers as a Category 1 Transfer, as described above in this Exhibit.

E. Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, KCHA must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. All the information provided by or on behalf of the tenant to

support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by KCHA employees or contractors if explicitly authorized by KCHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

1. the tenant gives KCHA written permission to release the information on a time limited basis, **or**
2. it is required for use in an eviction proceeding or hearing regarding termination of ; or
3. otherwise required by applicable law.

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. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about KCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

F. Emergency Transfer Timing and Availability

KCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. KCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. KCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If KCHA has no safe and available units for which a tenant who needs an emergency is eligible, KCHA 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, KCHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

G. Making the Emergency Transfer Plan Available

As part of program policy documents, KCHA's Emergency Transfer Plan is publicly available, both on https://www.kcha.org/about/policies and by request at any KCHA management office. Alternate formats of these documents are available upon request.

All VAWA forms are available in languages other than English, accessible at https://www.kcha.org/vawa or by requesting them from any KCHA management office.

H. Safety and Security of Tenants

During processing and following completion of the transfer, the tenant is urged to take all reasonable precautions to be safe. The following resources are provided for informational purposes to assist in increasing client safety and security. However, **IN CASES OF EMERGENCY, dial 9-1-1.**

- ❑ Victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-SAFE (7233).You may also reach them online at https://www.thehotline.org/here-for-you/
  1. For persons with hearing impairments, the hotline may be reached by calling **1-800-787-3224 (TTY).**

- ❑ Victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE (4673), or visit the online hotline at https://ohl.rainn.org/online/

- ❑ Victims of domestic violence and stalking seeking help may visit the National Center for Victims of Crime's Victim Connect Resource Center at https://victimconnect.org/

- ❑ Additional Local Resources:
  1. Tenants may contact a local domestic violence shelter for assistance in creating a safety plan.
  2. KCHA Resident Services staff , may be able to provide additional resources, please contact your Property Manager or Section 8 Program representative
  3. Local organizations assisting victims of domestic violence, dating violence, sexual assault, or stalking can be located via the Washington State Coalition Against Domestic Violence webpage https://wscadv.org/washington-domestic-violence-programs/

28: EXHIBIT Q - CHILDCARE PLAN – MIXED FINANCE DEVELOPMENTS

I. PURPOSE

To establish policies relating to the operation of "in-home" childcare facilities in KCHA's Mixed Finance developments, similar to Greenbridge, where specific units have been designated for such purpose. Unlike standard apartments, designated childcare units have unique physical characteristics (unit size, location, and yard) that can be adapted to meet State in-home childcare licensing requirements.

The purpose of these in-home childcare units is to provide:

1. Increased services and improvement in overall quality of life in the Mixed Finance community and throughout the neighboring area.

2. In-home childcare centers provided by immigrants and residents with foreign language proficiency that will provide ethnic and culturally appropriate services that enrich our communities.

3. An economic and small business opportunity for residents that promote self-sufficiency and income progression.

II. CHILDCARE UNIT POLICY

1. Units that support in-home childcare businesses are designated by King County Housing Authority. Residents living in the Mixed Finance development **may not** run daycare businesses in units **not designated** by KCHA for such use.

2. Residents living in one of the designated childcare units must fulfill all licensing/permit requirements and begin operating the business within four months of occupying the unit.

3. If the household ceases to operate their childcare business, they will be transferred to the next available rental unit within the development or to one of KCHA's public housing units in another development.

4. If a household that is licensed and operating a childcare business has a change in household size which results in being over-housed or under-housed, the family will be put on the list to transfer to another unit within the site and/or on the KCHA public housing waitlist to be transferred to the next available, appropriately-sized childcare unit. If they continue to meet licensing requirements, the family will be able to continue to operate their childcare business in the existing unit until an appropriately sized unit becomes available. Once available, the family must transfer to the new unit. If the

family moves to a Public Housing unit, they must complete all paperwork (licensing, insurance and lease addendums) to become licensed in the new unit within the lease-required time frame. A family who moves from a designated childcare unit to a non-designated unit within a Mixed Finance development will not be permitted to continue running a childcare business once they move.

III. Resident Selection for Childcare Unit Policy

Preference:

The Mixed Finance development's Property Management Agent will offer units in the following order of priority:

1. Former residents of the redeveloped site—if any— who have not yet returned to development. For example: A Park Lake Homes resident impacted by the Hope VI project that has not yet returned to Greenbridge.
2. Existing residents who plan to start childcare businesses;
3. All KCHA Public Housing households who are currently operating childcare businesses or plan to start childcare businesses,
4. KCHA public housing applicants who have a current childcare businesses;
5. KCHA public housing applicants who plan to start childcare businesses.

To accomplish these preferences, it may be necessary and will be permitted to transfer a resident in accordance with KCHA's Transfer Policy.

Selection Criteria:

1. Residents who have indicated an interest in operating a childcare business within the Mixed Finance development will be put on a childcare waitlist **in order of their established right to return to the development. (i.e., Return Lottery number or other approved system)**
2. As units become available, residents will be offered units based on the order established for the Mixed Finance development (as stated above) **and** occupancy/income eligibility. Example: A household who qualifies for a 2-bedroom unit will not be offered a 3-bedroom unit.
3. If a household that is interested in operating an in-home childcare business is offered an appropriately sized designated childcare unit, it must accept that unit in order to operate a childcare business. If the household chooses to reject this unit and not run a childcare business, it must accept the next available non-designated living unit. The family will not be allowed to run a childcare business in the non-designated. If the

household turns down this unit also, the household will not be eligible to return to the Mixed Finance development.

Additional designated Childcare units developed in later construction phases:

For Mixed Finance developments constructed in a number of phases and spanning several years, a waiting list of interested residents will not be maintained. Rather, as each phase of construction nears completion and is ready for leasing, the Management Agent will engage in outreach efforts to identify potential households that may be interested in operating an in-home childcare business. For example: The Greenbridge development has three (3) in-home designated childcare units in Seola Crossing, completed in 2007. Three additional units at Greenbridge, developed during a later construction phase, are scheduled to be available in 2010. Because this is several years in the future, Greenbridge will not maintain a waitlist of interested residents at this time. It is anticipated that when Greenbridge is closer to leasing these units, the property manager will fill these units as they become available following the Selection Criteria and Preferences shown above.

IV. CHILDCARE BUSINESS OPERATION POLICY

1. **Location where childcare business may be conducted:**
   - Within the designated unit;
   - Within the designated unit and on the grounds surrounding the unit;
   - Childcare business providers may use the common areas of the development.
   - The proposed childcare must be compatible with the designated unit and development and must not overload facilities available to other residents.
2. **Alteration of unit:**
   - Written request by the Resident and written approval from the Management Agent is required prior to any alteration of the unit (as originally accepted by the resident).
   - The cost of completing approved alterations is the responsibility of the resident.
   - Any structural or permanent improvements affixed to the unit will become property of the development upon termination of tenancy.
3. **Licenses, Permits, and other Requirements:**
   - It is the responsibility of the childcare business owner to comply with all laws and rules outlined by the state, county and local jurisdictions; this includes licenses, lease requirements, zoning requirements, permits, etc.
   - City issued business permits must be obtained and renewed, as required or applicable.

- Resident Services staff is available to assist in-home childcare providers with licensing requirements.
- Staff is also available to work with Childcare Resources staff to assist with licensing requirements.
- The Management Agent will terminate permission to operate the childcare business if licenses or permits expire.
- Copies of applicable licenses and/or permits must be posted within the unit.

4. **Liability Insurance:**

- The resident-business owner must carry at a minimum of $1,000,000 (one million dollars) business liability insurance, and must name KCHA and the managing partner of ownership entity of the rental unit as the additional insured. The insurance certificate must be reviewed and approved by KCHA and the managing partner of the rental unit's ownership.
- The Management Agent will terminate permission to operate the business if insurance expires.

5. **Provided utilities:**

- The provided utilities include those established for each property as indicated in the Dwelling Lease (typically water, sewer and garbage) unless altered by future policy changes related to utility payments that will affect all residents.
- Excess utilities provided to the business will be charged to the resident-business owner. Excess utility usage will be determined by comparative analysis with other units of similar size.

6. **Business signage:**

- The Management Agent must approve any and all signage including location, type, and style, in advance of placement at the business site. Signage is at the expense of the childcare provider.

7. **Opening of business:**

- After all preliminary requirements are met; the resident will receive written notice from the Management Agent that the business is approved to begin operation.

8. **Review of Income:**

- The resident must report net income generated from operation of the business.

- If the resident is participating in training, apprenticeship or another program, which qualifies for income exclusion, an interim review will be completed to initiate this rent benefit.

- On-going operation of the business will be reviewed as part of the resident's Annual Eligibility Review. The resident must bring documents to the review that is applicable to the business operation.

9. **Parking:**

- The resident who operates a business must comply with the Management Agent's and site rules for parking motor vehicles.

- The Management Agent may set guidelines for the property relating to parking and traffic circulation that is unique to the childcare units.

10. **Additional Employees:**

- The Management Agent must approve (through photo I.D.) any employee who will be assisting with operation of the business on-site.

- If the resident wishes to grant employee access to the resident's unit, the resident must request and pay for additional keys to provide such access.

- The Management Agent can provide a form authorizing the additional employee to access the resident's unit.

11. **Repair Charges:**

- If repairs to the unit are related to the operation of the business, repairs charges will be assessed and must be paid by the operator of the childcare business.

12. **Being a Good Neighbor:**

- The business must not interfere with the peaceful enjoyment of the property by other residents.

13. **Subsequent Transfer:**

- If the resident-business owner with a childcare business at the Mixed Finance property transfers to another development, the resident must submit a business operation request at the new property. This is because new zoning, parking, State childcare licensing requirements, policy, and other restrictions may be applicable at the new location.

14. **Lawn Maintenance:**

- The resident-business owner will be responsible for the maintenance of the fenced-in yard.

15. **Priority Status:**

- Childcare operators must give priority to serving children of residents from the Mixed Finance community. However, this does not mean that they cannot accept families who live off-site.

16. **Current Verification:**

- The Management Agent will require childcare operators to provide proof that they are maintaining their certification and meeting on-going training requirements mandated by state, county, and local regulations as a condition of continuing the operation of their business.

17. **Complaints:**

- Complaints by neighbors for activities of the childcare center, if valid, shall be considered lease violations and appropriate notices will be issued to the childcare provider by the Management Agent's staff.

18. **Required paperwork:**

- The Management Agent may generate forms and additional paperwork required to implement this policy.

29: EXHIBIT R - REJECTION OF APPLICANTS/REVIEW PROCESS

A. Upon the receipt by the Area Office of unfavorable information about an applicant for housing or any information which individually or in conjunction with other information could result in the denial of the applicant's application, a letter will be sent to the applicant that will accomplish the following:

   1. Notify the applicant of the receipt of unfavorable information;

   2. Briefly describe the nature of the unfavorable information;

   3. Advise the applicant of his/her rights, personally or through a representative, to inspect the information at the office where it is held;

   4. Inform the applicant that he/she has the opportunity to submit explanations, evidence of rehabilitation or current fitness as a tenant or other comments about the unfavorable information within a reasonable time period before a final decision is made on their application;

   5. Advise the applicant that if no information is submitted within the stated time period, the decision on the application will be made based on the available information.

B. If the applicant does not respond within the ten (10) days provided, the application can be canceled with the letter (and appropriate notes) attached to it;

C. If the applicant does respond within the ten (10) days provided, a meeting is to be scheduled between the applicant and the Manager to discuss the information relevant to their application.

D. If the discussion has occurred and the Manager still determines to reject the application, a second letter must be sent informing the applicant of the reasons for the rejection and that they have a right to an Informal Hearing.

   1. If the applicant does not respond within thirty (30) days, an Informal Hearing is to be scheduled with the Authority Housing Officer within ten (10) days of the receipt of the request.

      a. The applicant may have legal or lay representation at the hearing, but may not bring more than two (2) additional people to the hearing.

In addition, the applicant or representative must be advised of the right to review the information on which the decision to deny the application was based. The applicant or representative may review this information either at the hearing or prior to the hearing.

b. Results of the Hearing

The Hearing Officer has the authority to affirm, reverse or amend the original decision to deny the application. Or, if he chooses, he may continue the hearing for the purpose of obtaining additional information from either party.

The applicant must be notified in writing of the Hearing Officer's determination within ten (10) days of the completion of the hearing.

30: EXHIBIT S - DISPOSITION OF RECORDS POLICY

I. TENANT/PARTICIPANT FILES

A. Vacate Files

Dispose six (6) years after tenant/participant vacates in cases where no balance is owing the Housing Authority or where the balance owing the Housing Authority is $500 or less. Dispose of EIV reports in the tenant file no longer than six (6) years following the date of end of program participation.

B. Current Files

1. Original Application for Admission and Supporting Data and Lease

   Do not dispose.

2. Tenant supplied documentation of assigned SSN for family members.

   Dispose no later than the next recertification or interim review completed following receipt of EIV confirmation (through the EIV SUMMARY Report or EIV INCOME Report) that the individual's verification status is verified. **Retention of the EIV SUMMARY Report or INCOME Report in the household file serves as compliance with SSN disclosure, documentation, and verification requirements.**

3. General Correspondence with Tenants/Participants and Local Records Which May be Important Basis for Future Action

   Do not dispose.

4. Leases and Riders Other Than Original

   Dispose five (5) years after being superseded for existing tenants/participants.

5. Applications for Continued Occupancy and Supporting Data

   Dispose five (5) years after being superseded for existing tenants/participants.

II. APPLICATION FILES

A. Withdrawn/Ineligible/Canceled Applications

Dispose of three (3) years from date the application was classified withdrawn, ineligible or canceled - unless applicant or family member filed an INS appeal of their approved citizenship in conjunction with the application for housing assistance. In such cases, retain the documentation relating to the appeal for a period of five (5) years from the date the determination of the appeal.

III. Maintenance Work Orders, Service Requests, and Related Papers Involved In Repair and Maintenance Work (Public Housing and Section 8 Project-Based)

Dispose Maintenance copies three (3) years after date of last audit.

IV. CORRESPONDENCE

Do not dispose of correspondence relating to matters of policy and procedure or memos from the Central Office relating to matters of policy or procedure.

Dispose after five (5) years, correspondence relating to routine management and maintenance matters.

V. HACK/HUD MANAGEMENT REPORTS

Dispose Area Office copies five (5) years after date of report.

31: EXHIBIT T - ENERGY ASSISTANCE SUPPLEMENT TABLE

PUGET SOUND ENERGY UNITS Effective 11/1/2024							
	Unit Type	**Studio**	**1 Bd**	**2 Bd**	**3 Bd**	**4 Bd**	**5 Bd**
Single Family Homes	Standard Use	$112	$112	$145	$179	$229	$263
Hi-Rise Developments	Standard Use	$57	$57	$74	$91	$116	$116
	Partial Use: Space **and** Water Heat paid by KCHA	$28	$28	$34	n/a	n/a	n/a
	Partial Use: Water Heat paid by KCHA	$45	$45	$55	n/a	n/a	n/a
	All Utilities paid by KCHA NO EAS Supplied	$0	$0	$0	$0	$0	$0
Multi-Family (MF) Developments	Standard Use	$64	$64	$82	$101	$129	$129
	Partial Use: Space **and** Water Heat paid by KCHA	n/a	$31	$37	$44	$53	$53
	Partial Use: Space Heat paid by KCHA	n/a	$45	$55	$65	$83	$83

SEATTLE CITY LIGHT UNITS Effective 11/1/2024							
		Studio	**1 Bd**	**2 Bd**	**3 Bd**	**4 Bd**	**5 Bd**
Single Family Homes	Standard Use	$88	$88	$120	$149	$195	$226
Hi-Rise Developments	Standard Use	$39	$39	$54	$70	$93	$93
	Partial Use: Water Heat paid by KCHA	$27	$27	$37	n/a	n/a	n/a
Multi-Family (MF) Developments	Standard Use	$42	$42	$59	$78	$104	$104

32: EXHIBIT U - LEAD-BASED PAINT (RESERVED)

33: EXHIBIT V - RESERVED

34: EXHIBIT W - RESIDENT INCENTIVE TRANSFER

Program DISCONTINUED in 2013

The goals of the Housing Authority include encouraging residents to work toward individual goals that will enhance their quality of life and in encouraging residents as a group to be responsible tenants, one way that these objectives may be furthered is to offer positive incentives to residents that encourage them to accomplish these goals. The scattered-site units could present just such an incentive. Residing in a single family house with a yard seems to be a universal goal of our existing residents.

A. Transfers to a scattered-site unit shall be offered only to existing public housing residents of the Housing Authority who:

   1. Have lived in a conventional public housing development for at least two (2) years;

   2. Have had not rent delinquencies in the past twelve (12) months prior to requesting a resident incentive transfer;

   3. Have had no significant, substantiated complaints by management or other residents regarding the household's behavior (all members of the household including guests) during the past two (2) years;

   4. Have a record of satisfactory maintenance of their unit and grounds during the past two (2) years as evidenced by annual and special inspections (unit is clean, orderly, and free from resident-caused damage or excessive wear and tear; grounds are well-tended).

   5. Apply to the Manager of the area in which they live requesting a scattered-site unit. The resident shall submit a written statement (management personnel may assist in preparing or typing such a statement) as to why they wish to be considered for a resident incentive transfer. This statement should include individual goals of the resident and their family members that may be related to the desire to relocate (employment, training, education, etc.) and how a transfer may further those goals.

B. The Administrative Assistant responsible for the development in which the resident lives shall make a written recommendation on each resident incentive transfer request. This recommendation shall include certification that the minimum criteria have been met and any other information as to why the resident incentive transfer should or should not be approved.

C. Each such transfer request shall also be reviewed by the Area Manager who may add his/her recommendations to the request.

D. Every resident transfer request shall be forwarded to the Community Services Coordinator who is Assistant to the Director of Housing Management to ensure that all applications comply with the required criteria for consideration for a resident incentive transfer.

   The Area Manager shall be responsible for keeping statistical records for the program and shall chair a committee of three (3) other persons made up of a representative from Maintenance, a resident and a social service provider. The committee shall have final responsibility for reviewing and approving all resident incentive transfer requests. Decisions shall be based upon information provided.

E. Approved resident incentive transfers shall be kept on a chronological waiting list. In filling a vacancy, the Housing Authority shall offer the unit to the tenant at the top of the waiting list who needs that particular bedroom size. The Housing Authority will make the offer in sequence until someone accepts it. If the tenant is offered a suitable unit and refuses it, the tenant's name shall go to the bottom of the waiting list. The new date of their transfer request will be the date they refused the offer of the unit.

   The tenant would not be considered to have been offered a unit if:

   1. The unit contains lead-based paint, and accepting the offer could result in subjecting the residents' children under seven years of age to lead-based paint poisoning;

   2. The resident is unable to move at the time of the offer and presents clear evidence which substantiates this to the Housing Authority's satisfaction (i.e., major surgery requiring a period of time to recuperate, or serving on a jury which has been sequestered);

   3. Accepting the offer would result in undue hardship to the resident not related to consideration of race, color, national origin, or language, such as making employment or day care facilities inaccessible, and the resident presents clear documentation which substantiates this to the Housing Authority's satisfaction.

   The Housing Authority shall maintain the following records concerning offers of dwelling units:

      1. The location and size of each unit offered;

      2. The name, family size, and race/ethnicity of the resident to whom the offer is made;

      3. The date of acceptance or rejection of the offer; and,

4. The reason(s) for rejection of the offer, if applicable, and the action taken by the Authority with respect to the rejection.

F. Housing Authority shall have the authority to modify criteria for eligibility for resident incentive transfers as may be necessary to meet the demand for this program and to make exceptions to this policy to insure that vacancies in scattered-site units are kept to a minimum. Modifications and/or exceptions to this policy will only be made with the approval of the Executive Director.

G. A household that has been approved for the resident incentive transfer program may be reconsidered and dropped from the waiting list at any time prior to housing in a scattered-site unit, if their record of occupancy indicates a failure to maintain the minimum criteria in A.1-5 above. The committee shall reconsider transfers for whom Management can substantiate violations of the criteria. The resident shall, however, be given an opportunity to contest or refute negative information in the event of a recommendation by management to reconsider their approved resident incentive transfer.

35: EXHIBIT X - OUTLINE FOR "BELLEVUE HOMELESS FAMILY SCATTERED SITE PROGRAM"

I. DESCRIPTION OF PROJECT

This project is a scattered site public housing development providing permanent housing for the homeless. There are eight (8) individual three-bedroom single-family houses averaging 1,200 SF/house. Each house is frame construction with three bedrooms and either one or 1 ½ baths and is located on its own individual lot.

Tenants of these houses will be single head of household families or two head of household families comprised of a minimum of three (3) to a maximum of six (6) persons. It is estimated that the number of tenants housed per year will range from 24 to 48. Naturally, this could fluctuate due to turnover.

II. ELIGIBILITY REQUIREMENTS

This program is targeted to homeless low-income families. In order to be accepted into the Bellevue Homeless Family Scattered Site Program, prospective tenants must demonstrate that their annual incomes do not exceed 50 percent of the annual median income for the Seattle/Everett Metropolitan Statistical Area, adjusted for family size, as estimated from time to time by the U.S. Department of Housing and Urban Development (HUD).

III. SUPPORT SERVICES

The housing Authority has entered into an agreement with the YWCA which is attached and incorporated into this Management Plan by reference. Through this contract, the YWCA will provide case management and support services which will include, but not be limited to, the following:

Home visitation once every two months for the first six months, thereafter as needed for a minimum of one year. During each home visitation, the YWCA case worker will discuss the participating family's present situation and will outline the many types of human services and job training programs (including those listed below) which are available to the family.

In addition, the YWCA case worker will assist program participants in their efforts to access these needed human services programs.

Telephone Contract Services every two-three weeks for first three months, thereafter as needed for a minimum of one year. During each contact, the YWCA case worker will discuss the participating family's present situation and will outline the many types of human services which are available to the family.

In addition, the YWCA case worker will assist program participants in their efforts to access these needed service programs.

Mental Health & Substance Abuse Referral Service through the King County systems.

Eastside Mental Health (EMH) offers three separate divisions to better serve the diverse needs of the community. They include:

Community Support Services – Meeting the needs of those with severe and Persistent forms of mental illness.

-Case Management
-Psychiatric Case
-24-Hr. Emergency Service
-Housing
-Family Support
-Advocacy
-Vocational
-Daily Activity

Crisis Intervention Services
-Emergency intervention and assessments in community settings
-Walk-in and next day appointments
-Psychiatric care

Eastside Counseling Services – Responding to the concerns of families, children and individual adults.

-Individual, family and group therapy
-Specialized services (family sexual abuse and eating disorders)
-School-based programs
-Eastside Behavioral Responsibility Programs
-Psychiatric care & psychological assessments
-Volunteer and intern training and supervision

Employment and Job Training services offered through the YWCA Eastside employment program located in Bellevue.

Services Provided:

-Skills Assessment
-Career Choices
-Interviewing Techniques
-Job Search Techniques
-Earning a GED
-Choosing a College/Vocational School

-Applying for Financial Aid

Resources Available:

-YWCA Job Bank
-Job Hunt Support Group
-Resume Preparation Service
-Classes & Workshops
-Employer Panels
-Educational Counseling

Many services are free; others are based on a sliding scale fee.

Program Location – Eastside

YWCA Eastside Branch
1420 156th Avenue NE
Bellevue, WA 98007
(425) 644-7361

36: EXHIBIT Y - VISTA HEIGHTS RESIDENT INCENTIVE TRANSFER PROGRAM

Program DISCONTINUED in 2013

I. GENERAL INFORMATION

The Housing Authority considers the provision of affordable housing an important first step in developing an atmosphere where residents strive to achieve self-sufficiency. Through programs, such as those funded by the Authority's Drug Elimination grant, tenants learn to set and achieve goals that enhance their lives, as well as the life in their community.

The development of Vista Heights gives the Housing Authority a unique opportunity to reward tenants who have demonstrated an attitude of responsibility for themselves and their environment. Vista Heights, the Housing Authority's newest Public Housing development is currently under construction and is scheduled for first occupancy in the summer/fall of 1994. The development consists of 30 modular construction single family homes, each with a yard and private driveway. A universal dream among Housing Authority tenants is the ability to reside in a single family home with a yard and a bit more autonomy than that found in the typical Public Housing Development. The Vista Heights Resident Incentive Transfer program is the vehicle by which this dream could become a reality.

Under normal Housing Authority procedures tenants would be selected for Vista Heights from the Public Housing waiting list according to their priority and date/time of application. It is the Authority's desire to modify this approach when filling vacancies at Vista Heights so that current tenants, who have qualified according to the criteria below, have priority over other Public Housing Applicants. Once approved for the program, current tenants would be placed on the Incentive Transfer Waiting list and be housed at Vista Heights based on the date/time of their application to the program.

II. Nondiscrimination

The Housing Authority will receive applications and select tenants for units at Vista Heights without regard to race, color, religion, age, sex, national origin, parental status, familial status (regardless of actual or perceived sexual orientation, gender identity, or marital status), sensory, mental or physical handicap, or the use of a trained guide dog by a blind or deaf person. In addition, no person will be denied participation in the program because of membership in a class such as unmarried mothers, recipients of public assistance, handicapped persons, etc.

Applications will be accepted, and tenants selected, in a manner that is not incompatible with Title VI of the Civil Rights Act of 1964, the Federal Fair Housing

Act, Executive Order 11063, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state or local Fair Housing Laws, and any other HUD requirements and regulations issued under the above authorities.

III. MARKETING

Prior to establishing a waiting list for Vista Heights all current tenants will be notified, in writing, or the implementation of the Resident Incentive Transfer program at the development. The notice will include information regarding the eligibility requirements of the program and procedures to be followed in order to apply for such a transfer. As listed in Section II above, all tenants will be given the opportunity and encouraged to apply.

In addition to notification to tenants of the availability of the program at its inception, the Housing Authority will continue marketing of the program in the following manner:

1. Post a copy of the "Vista Heights - Resident Incentive Transfer Program" policy at all Area Offices in a location where it is readily accessible to all interested tenants.

2. Notify all new tenants under the Authority's Public Housing program of the existence and eligibility requirements of the Transfer program.

IV. ELIGIBILITY

Residents who meet each of the criteria listed below would be considered eligible applicants for the Vista Heights Resident Incentive Transfer program.

1. Who have lived in a conventional public housing development for a minimum of two (2) years;

2. Whose family composition is within the occupancy guidelines for a three bedroom unit (as outlined in Section 3 of the Public Housing Statement of Policy).

3. Whose rent payment history shows that rent is consistently paid on time, evidenced by having no rent delinquencies in the twelve month period immediately prior to requesting the transfer.

4. Who have had no significant, substantiated complaints filed against the household by management or other residents regarding their behavior or that of other household members, or guests during the preceding 2 year period.

5. Who have a record of maintaining proper care of their unit and, where applicable, adjacent ground during the preceding two (2) year period. Evidence will include a review of work orders for the unit as well as prior annual and special inspections, to determine that the unit is and has been kept in a clean, orderly and safe condition and is free from resident caused damage or excessive wear and tear.

V. APPLICATION REVIEW PROCESS

1. Any tenant wishing to apply for the Resident Incentive Transfer program can do so by completing Section I of the Incentive Transfer Request form and submitting the form to their Regional Office.

2. The Property Management Specialist responsible for the development in which the tenant lives will review the transfer request form and complete information required in Section II of the form. The Property Management Specialist will then submit the transfer request to the Property Manager for review.

3. The Property Manager will review the request to determine that the tenant meets the minimum standards for transfer, as outlined above.

    a. For tenants meeting the minimum standards, the Property Manager will complete the Recommendation and comments section of the form and forward the request to the Authority's Director of Property Management at the Central Office.

    b. Tenants not meeting the minimum standards will be notified of the reasons for the denial in writing and given the opportunity to appeal the decision through the Authority's grievance process.

4. The Director of Property Management will review all Resident Incentive Transfer requests for completion and approve or deny the transfer request.

    a. Tenants approved for transfer will be notified, in writing, of the reason for the denial and given the opportunity to appeal the decision through the Authority's grievance process.

VI. TENANT SELECTION

Approved Resident Incentive transfers shall be kept on a waiting list and arranged chronologically according to the date and time the request was submitted to the Property Management Office.

1. When a vacancy occurs, the Housing Authority will offer the unit to the tenant at the top of the waiting list. The Authority will continue to make the offer to tenants in sequence until someone accepts the offer of transfer.

    a. Prior to actually making the offer the Property Manager or designee will contact the Property Manager through which the tenant is currently housed to determine that the tenant continues to meet the minimum eligibility criteria outlined in Section II of this policy.

2. If a tenant is offered a suitable unit and refuses it, the tenant's name shall go to the bottom of the waiting list. The new date of their transfer request will be the date they refused the offer of the unit.

    The tenant would not be considered to have been offered a unit if:

    a. The resident is unable to move at the time of the offer and presents clear evidence which substantiates this to the Housing Authority's satisfaction (i.e. major surgery requiring a period of time to recuperate, or serving on a jury which has been sequestered).

    b. Accepting the offer would result in undue hardship to the tenant not related to consideration of race, color, national origin, or language, such as making employment or day care facilities inaccessible, and the resident presents clear documentation which substantiates this to the Housing Authority's satisfaction.

VII. Cancellation of Transfer Application

A resident who has been approved for the Vista Heights Resident Incentive transfer program may be reconsidered for eligibility and have their name dropped from the waiting list at any time prior to actually being housed in the Vista Heights unit.

1. Recommendation for removal from the waiting list would be based on the resident's failure to continue meeting the minimum eligibility standards set for the program as outlined in Section II of this policy.

2. Recommendation for removal should be forwarded to the Authority's Director of Property Management by the tenant's current Property Manager. The recommendation should include information outlining the reason(s) on which the recommendation is based.

3. The Director of Property Management will review the recommendation and approve or deny the recommendation.

a. Only the Director of Property Management shall have the right to remove a resident's name from the resident incentive transfer waiting list.

b. If the recommendation for removal is approved, the tenant will be notified, in writing, of the basis of the determination to remove the name from the waiting list. The notice will also notify the tenant of the right to appeal the decision through the Authority's grievance process.

VIII. EXCEPTIONS TO THE RESIDENT INCENTIVE TRANSFER PROGRAM

To the maximum extent possible, units available at Vista Heights will be offered first to current tenants who have been approved for a transfer under the guidelines outlined in this policy. Exceptions to this policy may be granted as follows:

1. If a vacant unit becomes available, and no suitable resident exists on the resident incentive transfer list, the vacancy will be filled with a suitable tenant selected from the Southeast Area waiting list as outlined in Section 6 of the Statement of Policy.

2. Additional exceptions to the Vista Heights Resident Incentive Transfer Policy may only be made under the direction of the Housing Authority's Executive Director.

IX. RECORD KEEPING

The Housing Authority shall maintain the following records concerning the Incentive Transfer program:

1. Names, family size, race/ethnicity for residents who initially apply for the program;

2. Names, family size, race/ethnicity for resident who are approved for the program;

3. Name, family size, race/ethnicity for residents who are denied a transfer under the program and, if applicable, any action taken upon tenant response to the denial;

4. Name, family size, race/ethnicity for residents to whom the unit offer is made;

5. Location and date of each unit offered, date of the acceptance or rejection of the unit, along with the reason for the rejection, and, if applicable, any action taken by the Housing Authority.

NOTE: The Resident Transfer Incentive Program will no longer accept applications for transfers as of July 1, 2013. Going forward, Vista Heights will only accept

residents from the established waiting lists and/or transfer list as kept at the Centralized Applications Center. Any incentive transfer requests currently in the system or received prior to July 1, 2013 will be processed until that list is exhausted.

37: EXHIBIT Z - YOUNGS LAKE COMMONS: A WORK ENHANCEMENT PROGRAM

Program DISCONTINUED in 2013

I. GENERAL INFORMATION

Youngs Lake is a new public housing development in a quiet neighborhood in Renton, Washington consisting of 28 newly remodeled single-family two and three bedroom homes with private yards. In purchasing Youngs Lake, the Housing Authority determined that a unique opportunity existed to create a special environment where residents will support one another to improve their lives for themselves and their families and where the enhancement of a work culture will be the top priority. The program will target existing public housing residents who are currently working, or attempting to work (as defined in Section 4.1. of this exhibit), but have not yet reached the goal of self-sufficiency. Residents will be required to sign a contract of participation within 30 days of tenancy stating that they will complete a self-sufficiency plan with a Housing Authority selected employment provider. The contract will also specify that the resident understands this program will be limited to three (3) years.

The Housing Authority's expectations for the community and participating households are:

1. 100 percent resident turnover every thirty six (36) months
2. Resident achievement of self-sufficiency defined as:
    a. Increasing income
    b. Increasing skills and length of job retention
    c. Moving to a private market rental (Section 8 rental assistance will be available if necessary)

Resident households not meeting the above success criteria will be transferred back to public housing.

Rather than select residents for this program off an applicant waiting list as normally done, residents will be selected from the Housing Authority current resident population through our transfer policy. Once approved for the program, current residents would be placed on the Youngs Lake Waiting list and be housed based on the date/time of their application to the program.

II. NONDISCRIMINATION

The Housing Authority will receive applications and select residents for units at Youngs Lake without regard to race, color, religion, age, sex, national origin, parental status, familial status (regardless of actual or perceived sexual orientation, gender identity, or marital status), sensory, mental or physical handicap, or the use of a trained guide dog by a blind or deaf person. In addition, no person will be denied participation in the program because of membership in a class such as unmarried mothers, recipients of public assistance, handicapped persons, etc.

Applications will be accepted, and residents selected, in a manner that is not incompatible with Title VI of the Civil Rights Act of 1964, the Federal Fair Housing Act, Executive Order 11063, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state or local Fair Housing Laws, and any other HUD requirements and regulations issued under the above authorities.

III. MARKETING

Prior to establishing a waiting list for Youngs Lake all current residents will be notified, in writing, of Youngs Lake Commons: A Work Enhancement Program at the development. The notice will include information regarding the eligibility requirements of the program and procedures to be followed in order to apply for such a transfer. As listed in Section II above, all residents will be given the opportunity and encouraged to apply.

In addition to notifying the residents of the availability of the program at its inception, the Housing Authority will continue marketing of the program in the following manner:

1. Post a copy of “Youngs Lake Commons: A Work Enhancement Program" policy at all Area Offices in a location where it is readily accessible to all interested residents.

2. Notify all new residents under the Authority's Public Housing program of the existence and eligibility requirements of the Transfer program.

IV. ELIGIBILITY CRITERIA

Residents who meet all of the criteria listed below will be considered eligible applicants for Youngs Lake Commons: A Work Enhancement Program.

1. Whose head of household or spouse is currently working or attempting to work:

a. Currently Working - Defined as the Head of Household or spouse who is the primary adult wage earner who has worked full time for eleven out of the last twelve months.

b. Attempting to Work - Defined as:

i. In school or training that will directly have a guaranteed job outcome within three months; or

ii. In the last year of a formal two or four year educational program.

2. Whose family members under the age of 18 are enrolled and attending a public, private, or alternative education school. Any family member under the age of 18 not meeting these criteria must enroll and continue to work towards obtaining a high school diploma or equivalent. Families must provide documentation verifying enrollment prior to being housed at Youngs Lake.

3. Who have lived in a Housing Authority's conventional public housing development for a minimum of two (2) years;

4. Whose family composition is within the occupancy guidelines for those units available at Youngs Lake (as outlined in Section 3 of the Public Housing Statement of Policy).

5. Who does not owe back rent or other charges and whose rent payment history shows that rent is consistently paid on time, evidenced by having no more than one rent delinquency in a twelve (12) month period.

6. Who have not engaged in criminal activity that threatened the health and safety of residents and/or staff and who have had no significant, substantiated complaints filed against the household by management or other residents regarding their behavior or that of other household members, or guests during the preceding two (2) year period.

7. Who have a record of maintaining proper care of their unit and, where applicable, adjacent ground during the preceding two (2) year period. Evidence will include a review of work orders for the unit as well as prior annual and special inspections, to determine that the unit is and has been kept in a clean, orderly and safe condition and is free from resident caused damage or excessive wear and tear.

8. Who agree to sign a contract of participation stating that you will complete a self-sufficiency plan with a Housing Authority selected employment provider.

V. APPLICATION REVIEW PROCESS

1. Any resident wishing to apply for Youngs Lake Commons: A Work Enhancement Program can do so by completing Section I of the Incentive Transfer Request form and submitting the form to their Regional Office.

2. The Property Management Specialist responsible for the development in which the resident lives will review the transfer request form and complete information required in Section II of the form. The Property Management Specialist will then submit the transfer request to the Area Manager for review.

3. The Property Manager will review the request to determine that the resident meets the minimum standards for transfer, as outlined above.

    a. For residents meeting the minimum standards, the Property Manager will approve the request for transfer and the family's name will be placed on the Youngs Lake waiting list.

    b. Residents not meeting the minimum standards will be notified of the reasons for the denial in writing and given the opportunity to appeal the decision to a person designated by the Housing Authority not involved in the initial decision.

VI. RESIDENT SELECTION

Approved Youngs Lake transfers shall be kept on a waiting list and arranged chronologically according to the date and time the request was submitted to the Area Office.

1. When a vacancy occurs, the Housing Authority will offer the unit to the resident at the top of the waiting list. The Authority will continue to make the offer to residents in sequence until someone accepts the offer of transfer.

    a. Prior to actually making the offer the Property Manager or designee will contact the Property Manager through which the resident is currently housed to determine whether the resident continues to meet the minimum eligibility criteria outlined in Section II of this policy.

2. If a resident is offered a suitable unit and refuses it, the resident's name shall go to the bottom of the waiting list. The new date of their transfer request will be the date they refused the offer of the unit.

3. The resident would not be considered to have been offered a unit if:

a. The resident is unable to move at the time of the offer and presents clear evidence which substantiates this to the Housing Authority's satisfaction (i.e. major surgery requiring a period of time to recuperate, or serving on a jury which has been sequestered).

VII. CANCELLATION OF TRANSFER APPLICATION

A resident who has been approved for Youngs Lake Commons: A Work Enhancement Program may be reconsidered for eligibility and have their name dropped from the waiting list at any time prior to actually being housed in the Youngs Lake unit. Any removal from the waiting list would be based on the resident's failure to continue meeting the minimum eligibility standards set for the program as outlined in Section II of this policy.

Upon removal, the resident will be notified, in writing, of the basis of the determination to remove the name from the waiting list. The notice will also notify the resident of their right to appeal the decision to a person designated by the Housing Authority not involved in the initial decision.

VIII. Exceptions to Youngs Lake Commons: A Work Enhancement Program

To the maximum extent possible, units available at Youngs Lake will be offered first to current residents who have been approved for a transfer under the guidelines outlined in this policy. Exceptions to this policy may be granted as follows:

1. If a vacant unit becomes available, and no suitable resident exists on the resident incentive transfer list, the vacancy will be filled with a suitable resident selected from the Southeast Area waiting list as outlined in Section 6 of the Statement of Policy.

2. Additional exceptions to the Youngs Lake Resident Incentive Transfer Policy may only be made under the direction of the Housing Authority's Executive Director.

IX. RECORD KEEPING

The Housing Authority shall maintain the following records concerning the Incentive Transfer program:

1. Names, family size, race/ethnicity for residents who initially apply for the program;

2. Names, family size, race/ethnicity for resident who are approved for the program;

3. Name, family size, race/ethnicity for residents who are denied a transfer under the program and, if applicable, any action taken upon resident response to the denial;

4. Name, family size, race/ethnicity for residents to whom the unit offer is made;

5. Location and date of each unit offered, date of the acceptance or rejection of the unit, along with the reason for the rejection, and, if applicable, any action taken by the Housing Authority.

NOTE: The Resident Transfer Incentive Program will no longer accept applications for transfers as of July 1, 2013. Going forward, Youngs Lake will only accept residents from the established waiting lists and/or transfer list as kept at the Centralized Applications Center. Any incentive transfer requests currently in the system or received prior to July 1, 2013 will be processed until that list is exhausted.