



Tacoma Housing Authority

Property Management Policies

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1. INTRODUCTION

1.1 Purpose of the Document

The purpose of this document is to state the policies Tacoma Housing Authority (THA) will use when managing its properties. THA does not own all of the properties that it manages. This document will be a useful guide for tenancy rules for both tenants and THA staff. This document does not replace the lease; instead, the lease incorporates it. Where any conflicts exist between this document and the lease, the lease governs. .

1.2 Tacoma Housing Authority's Vision, Mission and Values

THA's Vision

THA envisions a future where everyone has an affordable, safe and nurturing home, where neighborhoods are attractive places to live, work, attend school, shop and play, and where everyone has the support they need to succeed as parents, students, wage earners and neighbors.

THA's Mission

THA provides high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them prosper and help our communities become safe, vibrant, prosperous, attractive and just.

THA's Values

Service

Work in service to others is honorable. We will do it honorably, effectively, efficiently, with pride, compassion and respect.

Integrity

We strive to uphold the highest standards of integrity and ethical behavior.

Stewardship

We will be careful stewards of the public and private financial and environmental resources entrusted to us.

Communication

We value communication. We strive to be open and forthcoming with our customers, employees and colleagues, our partners, and our communities. We will listen to others.

Diversity of Staff

We value the diversity of our staff. It makes us stronger and more effective.

Collegial Support and Respect

The work we do is serious. We seek to create an atmosphere of teamwork, support and respect. We also value a good humor.

Excellence

We strive for excellence. We will always seek to improve.

Leadership

Everyone at THA, the Board, management and staff, shares the leadership it will take to extend these values throughout THA's work, to fulfill the mission and to advance the vision for our city.

1.3 Overview of Programs

This document applies to a variety of properties with different funding sources and rules.

The primary types of funding are:

- Rental Assistance Demonstration Project-Based Vouchers (RADPBV)
- Project-Based Vouchers (PBV)
- Housing Tax Credits (TC)
- Affordable Housing (AFF)
- Market Rate Housing (MKT)

Some properties or apartments might have more than one funding type.

Below is a brief description of each funding type:

1.3.1 Rental Assistance Demonstration Project-Based Vouchers (RADPBV)

RADPBV units are units that were previously funded with public housing. THA converted the unit funding to RADPBV. It did this with the approval from the U.S. Department of Housing and Urban Development (HUD). The owner receives HUD funding to make the units available and affordable to households with very low incomes. The rules of this program are in 24 CFR 982, THA's Administrative Plan and through HUD PIH Notice 2012-32.

1.3.2 Project-Based Vouchers (PBV)

PBV units are units where THA provides the owner with rental assistance payments in order to keep the units available and affordable to households with very low incomes. The rules of this program are in 24 CFR 982 and THA's Administrative Plan.

1.3.3 Housing Tax Credits (TC)

THA built TC units using funds from tax credit investors. These investors purchased tax credits that the Washington State Housing Finance

Commission (WSHFC) allocated to THA. Under the rules of the program, a partnership largely owns the units. The investors own 99.9% of the partnership. THA owns 0.01%. THA is also the managing member. The use of these funds require the owner to keep units available and affordable to households between 30-60% of area median income (restrictions are set by unit) for 30 years. The rules of this program are outlined in WSHFC Compliance Manual.

1.3.4 Affordable Housing (AFF)

AFF units have a funding source other than RADPBV, PBV or TC that require the owner to keep rents affordable to very low income households.

1.3.5 Market Rate Housing (MKT)

MKT units are not income restricted. THA rents them to any qualifying household at rents competitive in the market.

2. NON-DISCRIMINATION POLICY

In compliance with federal and state law, this policy affirms the commitment of THA to protect people from discrimination. These laws protect THA those who apply for THA jobs, and those who receive or apply to receive housing or other services from THA. THA takes these laws seriously.

THA will not unlawfully discriminate against anyone because of:

Race	Color	National Origin
Religion	Gender	Disability
Sexual Orientation	Gender Identity	Creed
Age (over 40)	Marital Status	Familial Status (having minor children)

*THA will not discriminate on any other basis that federal, state or local law forbid.

Reasonable Accommodation or Unit Modification for Disabled Persons or Tenants

THA will reasonably accommodate the needs of disabled persons. Any person who is disabled may ask THA for help performing THA jobs, applying for THA assistance, complying with THA lease, or using THA services. This help may modify a rule, alter job duties, change a THA apartment, or change how THA communicates. THA will try to accommodate these needs. To do that, THA must determine (i) that the person making the request is disabled, (ii) that the requested accommodation because of the disability, is necessary to allow the requestor to use and enjoy the program or premises; (iii) that the accommodation would not cause THA an undue burden or undue and would not require a fundamental change in the job functions or THA’s program. A full copy of THA’s Reasonable Accommodation policy and a request form are included as attachments to the lease. To ask for help, contact any THA staff.

No Retaliation

THA will not unlawfully retaliate against anyone for exercising their rights.

If You Need Help

If you think THA has broken any of the above laws, THA would like to hear from you. We encourage you to complete a complaint form at our office or contact us at:

THA Civil Rights Compliance Coordinator
902 South L Street, Tacoma, WA 98405
253-682-6212/Fax 253-627-2568
civilrights@tacomahousing.org
www.tacomahousing.org

The following agencies may also help you. Their services are free.

Tacoma Area Coalition of Individuals with Disabilities (TACID): (253) 565-9000/TTY:
(253) 565-5445

CLEAR (legal services): 1-888-201-1014/TTY: 1 (888) 201-9737

Housing Justice Project (legal services): (253) 572-5134

Fair Housing Center of Washington: (253) 274-9523

City of Tacoma Human Rights & Human Services Department: (253) 591-5151

US Department of Housing and Urban Development: 1 (800) 877-0246

3. INTERPRETATION AND TRANSLATION POLICY

THA will try hard to make itself and its services available to persons with limited proficiency in speaking or understanding or reading English. THA will do this in compliance with its Limited English Proficiency Plan.

4. APPLICATIONS, WAITING LIST AND TENANT SELECTION

This section describes THA's policies for taking applications, managing the waiting list and selecting families from the waiting list.

4.1 Applying for housing

Any family that wishes to reside in a THA property must apply for admission to the program. THA uses one application process for subsidized housing (PBV and PBVRAD). It uses another process for unsubsidized housing.

4.1.1 Subsidized Housing

For subsidized housing units, THA uses a waiting list. Applicants may apply for any subsidized housing property that THA manages. Applicants may obtain application forms from THA's office during normal business hours. Applicants may also request – by telephone or by mail – that THA mail a form to the family via first class mail. Applicants may also apply online at www.tacomahousing.org.

Applicants must complete the applications online or deliver the completed application to THA by mail, by fax, or in person during normal business hours. THA can accept and process only applications that are complete. If an application is incomplete, THA will notify the family of the additional information required. The application date will be based on the date THA receives a completed application.

THA will send written notification of the preliminary eligibility determination within 30 business days of receiving a completed application.

4.1.2 Unsubsidized Housing

For unsubsidized housing units, THA will advertise vacancies, as they are available.

4.2 Management of the Waiting List

4.2.1 Property Specific

THA will maintain waiting lists for each subsidized property it manages. Each subsidized property will have its own waiting list. Vacancies in other unsubsidized properties will be advertised as they are available.

4.2.2 Placement on the Waiting Does Not Denote Eligibility

Placement on the waiting list does not indicate that the applicant is, in fact, eligible for admission. THA will make a final determination of eligibility and qualification for preferences when the family is selected from the waiting list.

4.2.3 *Date and Time of Application*

THA will place applicants on the waiting list according to the date and time THA receives their complete application.

4.2.4 *Size of Unit*

THA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to PHA standards and local codes). However, in these cases, the family must agree not to request a transfer to a bigger unit for two years after admission, unless they have a change in family size or composition.

4.3 **Closing the waiting list**

THA will generally leave the subsidized waitlist open but reserves the right to close it if the waitlist becomes too large.

4.4 **Notice of Wait List Reopening and Outreach**

THA will announce the reopening of the waiting list at least ten (10) business days prior to the date it will first accept applications. If THA is opening the list only for certain categories of families, the notice will state this limitation. The notice will specify where, when, and how people may apply.

THA's will advertise its wait list reopening in a way to affirmatively reach out to diverse populations. These efforts will include:

- Advertising in a local newspaper of general circulation.
- Analyzing the housing market area and the populations currently being served to identify underserved populations.
- Ensuring that outreach efforts use media that reach eligible populations that are underrepresented in the program.
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class.
- Distributing the notice to service providers and community organization serving diverse populations and enlisting their help to reach their clients and customers.
- THA will also publish the notice on its web site at www.tacomahousing.org. Its web site also allows people to sign up to receive an email telling them when the wait list is re-opening.

4.5 Reporting Changes While on the Waiting List

While the applicant is on the waiting list, he or she must inform THA, within 10 business days, of changes in household size or composition. Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly.

The applicant must also report changes in contact information, including current residence, mailing address, phone number and email. Failure to do this may result in the applicant's removal from the waiting list.

The applicant must report these changes in writing.

4.6 Updating and Purging the Waiting List

THA will update its waiting lists as needed to ensure that all applicants and applicant information is current and timely. A current waiting list is important. It allows THA to quickly re-rent a vacant unit or issue a newly available voucher to persons at the top of the waiting list whom THA can contact.

At the time a person applies, he or she will indicate his or her preferred method of contact: mail, email or phone. To update the waiting list, THA will send an update notice to each applicant on the waiting list using the preferred method of contact at the last known address. The notice will ask the applicant to reply with information that THA will use to determine whether the applicant continues to be interested in, and to qualify for, the program.

The applicant's response must be in writing. He or she may deliver it to THA in person, by mail, by email, or by fax.

The notice will state that THA will remove the applicant from the wait list if the applicant fails to respond within ten (10) business days of receiving the notice. To meet this deadline, the response must be postmarked or delivered within those ten (10) days. If the applicant fails to do this THA will remove the applicant the waiting list without further notice.

If the post office returns the notice as undeliverable with no forwarding address, THA will remove the applicant from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, THA will re-send the notice to the new address indicated. The family will have ten (10) business days to respond from the date THA resends the notice. If the family fails to respond within this time new ten (10) day period, THA will remove the family from the waiting list without further notice.

If a phone number is the only method of contact and the phone number has been disconnected, THA will remove the applicant from the waiting list without further notice.

If an email address is the only method of contact and the email is returned as “undeliverable” by the email provider, THA will remove the applicant from the waiting list without further notice.

When THA removes an applicant from the waiting list during the update process for failure to respond, it will not offer an informal hearing allowing the applicant to contest the removal. However, a disabled applicant may request an exception allowing him or her to return to the waiting list if such an exception is a necessary and reasonable accommodation to the disability.

This policy will also be used for all returned letters in the Leasing Department.

4.7 Other Grounds for Removal from the Waiting List

THA will remove an applicant from the waiting list upon his or her request. In such cases no informal hearing is required.

If THA determines that an applicant is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list it will remove the applicant from the waiting list. In that event, THA will send the applicant a notice to the applicant’s address of record as well as to any alternate address provided on the initial application. The notice will state the reasons why THA removed the applicant from the waiting list. It will also inform the applicant of his or her right to an informal hearing to contest THA’s decision. It will explain how the applicant may request such a hearing.

4.8 Family Break Up and Assignment of the Application Date

When a household on the waiting list breaks up into two otherwise eligible households, only one of the new households may retain the original application date. Other former members may file a new application with a new application date if the waiting list is open.

If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, THA will abide by the court's determination.

4.9 Tenant Selection

THA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

Generally, THA will select all households by date and time of application. However, the following households on the waiting list will have a preference for available units for which they are eligible:

1. THA's Families in Transition program applicants.
2. households on the transfer waitlist will bypass the regular wait lists in accordance with THA transfer policy.

4.10 Income Targeting Requirement [24 CFR 960.202(b)]

THA's subsidized housing units use HUD Moving to Work funds (MTW). For MTW programs, at least 75% of new admissions for the HCV and Public Housing Program will have incomes at or below 50% AMI.

THA will monitor progress in meeting the MTW income targeting requirement throughout the calendar year. THA will select very low income families ahead of other eligible families on an as-needed basis to ensure that THA meets the income targeting requirement.

In THA's TC units, the tax credit program sets the income limits. THA will not admit households that have incomes that exceed the income limits set for each unit.

4.11 Designated Units

Some of the units THA manages are designated for certain types of households. There are units designated for elderly and disabled families, units for households that are currently homeless and units for large families. If a unit has a special designation, only households that meet the designation criteria will be eligible for the unit.

4.11.1 *Elderly/Disabled Designation Definitions*

Elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age. Disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403]. THA must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments.

If there are not enough elderly or disabled families to occupy the units in a designated elderly/disabled development, THA may allow near-elderly families to occupy the units [24 CFR 945.303(c) (1)]. Near-elderly family means a family whose head, spouse, or co-head is at least 50 years old, but is less than 62 [24 CFR 5.403].

If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, THA must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)].

4.11.2 *Homeless Designation Definition*

This designation applies to some TC-funded units.

To be eligible for these units, households must meet one of the following:

- without housing and live on the streets, in a car, non-residential building, etc;
- without housing and spend nights in a shelter, institution, or temporary housing;
- staying with another family (for less than 30 days) and there are not enough beds for everyone;
- at risk of losing housing due to: eviction, sale of housing, loss of income, or other crisis; or

- live in substandard housing as determined by a licensed housing inspector.

4.11.3 Large Family Designation Definition

This designation applies to some TC-funded 3-bedroom units. In these units, there must be at least 4 people. The 4 people do not need to be related.

4.12 Notification of Selection

THA will notify the applicant by email, text message, phone or first class mail when THA selects the applicant from the waiting list.

The notice will inform the applicant of the following:

- date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview
- who is required to attend the interview
- documents that the applicant must provide at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation
- documents that the applicant must provide at the interview to document eligibility for a preference, if applicable
- other documents and information that the applicant should bring to the interview

If a notification notice is returned to THA with no forwarding address, THA will remove the applicant from the waiting list without further notice.

4.13 Application Interview

Applicants selected from the waiting list must participate in an eligibility interview. Being invited to attend an interview does not constitute admission to the program.

THA will reasonably accommodate persons with disabilities who are unable to attend an interview due to their disability.

The Head of Household must attend the interview; THA will encourage other adult household to attend as well. If the Head of Household has limited English proficiency, THA will follow its Limited English Proficiency Policy and will encourage another member of the household proficient in English to attend the interview. THA will conduct the interview only if the adult household members provide appropriate documentation of the legal identity of household members. If

the applicant does not provide the required documentation, THA may reschedule the appointment when the applicant can provide proper documents.

If the applicant is claiming a waiting list preference or tax credit set-aside, the applicant must provide documentation to verify eligibility for a preference. If THA verifies the applicant as eligible for the preference, THA will proceed with the interview. If THA determines the family is not eligible for the preference, THA will not proceed with the interview and will instead put the applicant back on the waiting list according to the date and time of its application.

The applicant must provide the information necessary to establish the applicant's eligibility and to determine the appropriate amount of rent the applicant will pay. The applicant must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, THA will provide the applicant with a written list of missing items that the applicant must submit.

The applicant must provide documents missing at the interview within ten (10) business days of the interview. If the applicant is unable to obtain the information or materials within this time, the applicant may request an extension. If the applicant does not provide the missing material within this time (plus any extensions) THA will deny the applicant's application. THA will send the applicant a denial notice.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, THA will provide translation services in accordance with THA's LEP plan.

If the applicant is unable to attend a scheduled interview, the family must contact THA in advance of the interview to schedule a new appointment. In all circumstances, if an applicant does not attend a scheduled interview, THA will send another notification letter with a new interview appointment time. If an applicant fails to attend two scheduled interviews without THA approval, THA will deny the application. THA will send a notice stating the denial.

5. TENANT ELIGIBILITY

Each program has its own eligibility criteria as outlined in the following section. Where a unit has multiple funding sources, the most restrictive eligibility criteria will apply.

5.1 Burden of Proof for Denying Admission

THA shall require a preponderance of the evidence that an applicant has met the eligibility and suitability criteria.

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

5.2 Project-Based Voucher and RAD Project-Based Voucher Eligibility Overview

To be eligible for the PBV and PBVRAD program the applicant must:

- have income at or below 80% AMI;
- meet household requirements for any unit designation requirements for the particular housing unit (i.e., elderly or disabled household);
- have at least one household member that qualifies on the basis of citizenship or eligible immigrant status;
- provide social security information for household members as required;
- consent to THA's collection and use of family information as provided in THA-provided consent forms; and
- meet THA's suitability standards as outlined in Sections 5.9 and 5.11.

5.3 Tax credit eligibility overview

To be eligible for the tax credit program the applicant must:

- have income below the income limit set for the particular housing unit;
- meet household requirements for any unit designation requirements for the particular housing unit (e.g, large household, homeless);
- have at least one household member that qualifies on the basis of citizenship or eligible immigrant status;
- not violate the tax credit full-time student rule as outlined in section 5.8;
- provide social security information for household members as required;

- consent to THA’s collection and use of family information as provided in THA-provided consent forms; and
- meet THA’s suitability standards as outlined in sections 5.10.

5.4 Affordable Housing and Market Rate eligibility overview

To be eligible for an affordable or market rate unit the applicant must:

- meet any income limits for the property;
- have income equal to or greater than three times the tenant’s share of the monthly rent taking into consideration any rental subsidy (I, section 8 voucher, HOP);
- have at least one household member that qualifies on the basis of citizenship or eligible immigrant status;
- provide social security information for household members as required;
- consent to THA’s collection and use of family information as provided in THA-provided consent forms; and
- meet THA’s suitability standards as outlined in Sections 5.10.

5.5 Verification of Income

Income will be verified in compliance with the Washington State Housing Finance Commission (WSHFC) regulations as outlined in the WSHFC Compliance Manual.

5.6 Determination of Household Composition

To be eligible for admission, an applicant must qualify as a “family”. *Family* includes but is not limited to the following: a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. THA has the discretion to determine if any other group of persons qualifies as a family.

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

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

In determining household composition, each household member will be identified as either the head of household, spouse, co-head, other adult, dependent, live-in aide, foster child, foster adult, or full-time student.

5.6.1 Head of Household

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

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

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

5.6.2 Spouse

A family may have a spouse or co-head, but not both.

Spouse means the marriage partner of the head of household.

A marriage partner includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

5.6.3 Co-head

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

Minors who are emancipated under state law may be designated as a co-head.

5.6.4 Other adult

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

5.6.5 *Dependent*

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides.

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

When more than one applicant or assisted family (regardless of program) claim the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, THA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

If a child has been placed in foster care, THA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, THA will count the child as a family member.

5.6.6 *Live-in aide*

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

THA must approve a live-in aide if the aide is necessary as a reasonable accommodation in accordance with 24 CFR 8 to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c) (5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

5.6.7 *Foster children and adults*

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

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

5.6.8 *Full-time student*

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

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or co-head, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

5.7 Citizenship and Eligible Immigrant Status

Housing assistance is available only to individuals who are U.S. Citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. However, persons who are not legal residents may still be household members as long as one family member is a citizen, national, or noncitizen with eligible immigration status. In such cases, the non-legal resident will be ineligible for any rental subsidy.

THA will notify all applicant families of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with THA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen PROVIDED THAT family members may elect not to declare their immigration status. Those who elect not to declare are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their

immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

5.7.1 U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit THA to request additional documentation of their status, such as a passport.

Family members who declare citizenship or national status will not be required to provide additional documentation unless THA receives information indicating that an individual's declaration may not be accurate.

5.7.2 Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with THA's efforts to verify their immigration status. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

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

5.7.3 Noncitizens Ineligible for Housing Assistance

Those family members who do not wish to state their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status.

THA does NOT report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS) or to any other authority.

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

5.7.4 *Mixed Families*

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

5.7.5 *Ineligible Families*

THA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When THA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, THA will send the family a written notice within ten (10) business days of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or instead to request an informal hearing with THA. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

5.7.6 *Timeframe for Determination of Citizenship Status*

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

If an individual qualifies for a time extension for the submission of required documents, THA must grant such an extension for no more than thirty (30) days.

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

THA will verify the status of applicants at the time other eligibility factors are determined.

5.8 Social Security Numbers

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

Note: This requirements does not apply to noncitizens who do not disclose an eligible immigration status.

In addition, each participant who has not previously disclosed an SSN or has previously disclosed an SSN that HUD or the SSA has since determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

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

5.9 Tax Credit Student Rule

Generally, tax credit units are not available for units occupied entirely by students. A “student” is an individual who is a fulltime student at an educational organization that maintains a regular faculty and curriculum, for at least five calendar months during a calendar year.

Note:

- “Full-time” status is determined exclusively by the educational institution.
- School attendance online or at night does not exempt a resident from “student” status.
- Minors who are in school fulltime meet the definition of “student” because they are enrolled “fulltime.”
- An individual who attended school fulltime or five or more months (consecutive or not) in the calendar year **prior** to move-in is considered a fulltime student for the entire calendar year.

It is permissible for one or more students to be part of an otherwise qualified household or for part-time students to be part of a qualified household, but if *all* residents are full time student, the unit will not be eligible for tax credits unless the students fall within specified exceptions.

The following are the exceptions where occupancy by all fulltime students is allowed and does not affect the tax credits; the following also shows the verification required for each exception:

Exception	Required Verification of Exception
At least one individual is receiving assistance under Title IV of the Social Security Act (i.e. TANF);	verification of TANF benefits
At least one individual is enrolled in a job training program receiving assistance under the Workforce Investment Act or under other similar federal, state, or local laws;	fulltime students job training exception verification
Households consisting of a single parent and his/her dependents, where neither the single parent nor their children are dependents of another individual (other than a parent of such children);	signed tax return required or a completed student exception affidavit
Household consisting of persons who are married and eligible to file a joint tax return;	signed tax return required or a completed student exception affidavit
At least one individual was previously under the care of a state foster care program	written verification from Washington State's department of social and human services that the student was previously in foster care, or similar documentation if the person was in foster care in another state

5.10 Suitability

5.10.1 Suitability Criteria Generally

THA will assess an applicant family's likely compliance with the following:

- payment of rent and utility bills;
- caring for a unit and premises;

- respecting the rights of other residents to the peaceful enjoyment of their housing;

- refraining from drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

- compliance with other essential conditions of tenancy.

5.10.2 All Family Members Sixteen (16) Years of Age and Older

THA will assess the suitability of all family members sixteen (16) years of age and older.

5.10.3 Sources of Information

In order to determine the suitability of applicants THA will examine applicant history for the past five (5) years using varied sources, including the following:

(a) Third party credit and rental history checks.

(b) Landlord References

THA will ask prior landlord about the applicant's past performance:

- paying rent on time and in full
- whether utilities were ever shut off for nonpayment
- keeping unit clean, safe and sanitary
- damage to the unit
- relations with neighbors

(c) Utility Provider:

THA will ask prior utility providers for applicant's past performance:

- paying utility bill on time and in full
- disconnection history

- if applicant is applying for a dwelling with tenant-paid utilities, whether the utility provider will provide applicant with service
- (d) Criminal Records
THA will consult criminal records of convictions.
- (e) Court Records
THA will check court records for eviction actions and other financial judgments, and credit reports.
- (f) Personal References
Applicants with no rental history will also be asked to provide THA with personal references. THA will also require the applicant to complete a checklist documenting their ability to meet financial obligations.
- (g) Home Visits
THA may require a home visit to an applicant's current residence to assess the applicant's ability to adequately maintain a rental dwelling.
- (h) Other Sources
The applicant may provide other documentation that demonstrates their ability to meet financial obligations (*e.g.* rent receipts, cancelled checks)

5.11 Denials

5.11.1 Denial in Specific Cases

THA will deny an application in the following cases:

- (a) Any member of the household has been evicted from federally-assisted housing in the last five (5) years for drug-related criminal activity. THA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 5 years for drug-related criminal activity, if THA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by THA, or the person who was involved in the drug-related criminal activity, is no longer living in the household and that person can provide proof of another residence.
- (b) Any household member is currently engaged in the use of illegal drugs. *Currently engaged in* is defined as any use of illegal drugs during the previous twelve months.

- (c) THA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, THA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. THA will also consider evidence from treatment providers or community-based organizations providing services to household members.
- (d) Any household that has ever been convicted of drug-related activity for the production or manufacture of methamphetamine.
- (e) Any household that has a household member who is subject to a registration requirement under a state sex offender registration program. THA will use a national registry to check for sex-offender status.
- (f) Any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five (5) years as evidenced by conviction, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as 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 [24 CFR 5.100].

Violent criminal activity, defined by HUD as 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 [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of THA (including a THA employee or a THA contractor, subcontractor, or agent).

- (g) Serious crimes more than five (5) years ago including homicide, pattern of criminal activity, felony assault, arson, or any other crimes that could threaten the health, safety or right to peaceful enjoyment of other persons in the immediate vicinity.
- (h) The family does not provide information that THA or HUD determines is necessary in the administration of the program.
- (i) The family does not provide complete and true information to THA.
- (j) Any family member has been evicted from federally-assisted housing in the last five years.
- (k) Any THA has ever terminated assistance under the program for any member of the family.
- (l) Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (m) The family owes rent or other amounts to any housing authority (PHA) in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt prior to being selected from the waiting list.
- (n) If the family has not reimbursed any PHA for amounts THA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.
- (o) The family has breached the terms of a repayment agreement entered into with THATHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.
- (p) A family member has engaged in or threatened violent or abusive behavior toward PHA personnel or anyone acting on behalf of the housing authority. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

- (q) The family has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years.
- (r) The family has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants.
- (s) The family has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
- (t) The family owes rent or other amounts to this or any other THA or owner in connection with any assisted housing program
- (u) The family misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.

5.11.2 Consideration of Mitigating and Aggravating Circumstances

THA will consider the following mitigating and aggravating factors prior to making its decision:

- The seriousness of a problem evident from the applicant's history, especially with respect to how it would affect other residents
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
- Whether a past failure to pay rent or utility bills was due to a loss of employment, illness or other understandable reasons.
- THA will not deny an application based on a past failure to pay a rent or utility bill that was unaffordable with the applicant's then income, Provided that the applicant can show an ability to pay the proposed rent on THA's unit, accounting for any rental subsidy that will help the applicant pay the rent.

- Evidence of the applicant family’s participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. THA will require the applicant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

5.11.3 Removal of a Family Member's Name from the Application

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

For other criminal activity that would otherwise preclude the entire family as a tenant, THA may permit the family to exclude the culpable family members as a condition of eligibility.

After admission to the program, the family must present evidence of the former family member’s current address upon THA request.

5.12 Reasonable Accommodation of a Disability

If the family includes a person with disabilities, THA’s decision concerning denial of admission is subject to consideration of its obligation to reasonably accommodate disabilities.

If the family indicates that the disqualifying behavior of a family member is due to that person’s disability and the family requests THA to grant admission upon reasonable terms as an accommodation to the disability, THA will consider the request pursuant to its reasonable accommodation policy.

5.13 Victims of Domestic Violence, Dating Violence and Stalking

The Violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit housing authorities from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

THA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable rental history (*e.g.*, a poor credit history, a

record of previous damage to an apartment, a prior arrest record) that would warrant denial under THA's policies. Therefore, if THA makes a determination to deny admission to an applicant family, THA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with THA's policies and will request that an applicant wishing to claim this protection notify THA within ten (10) business days.

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, or stalking, THA will request in writing that the applicant provide documentation supporting the claim in accordance with THA's policies.

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

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit; or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

5.14 Final Eligibility Determination

THA must verify all information provided by the family. Based on verified information related to the eligibility requirements, including PHA suitability standards, THA must make a final determination of eligibility.

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as THA can reasonably determine the date.

If THA determines that the family is ineligible, THA will send written notification of the ineligibility determination within ten (10) business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing to contest the decision. (*see* Section X).

If THA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, THA must send the applicant a copy of the record before issuing the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information.

6. OCCUPANCY STANDARDS

THA has an Occupancy Standard in full compliance with HUD rules, that does not discriminate against families with children, and that specifies the minimum and maximum number of persons allowed per bedroom. In order to avoid over-crowding and excessive wear and to obtain the optimum use of dwellings and avoid under-utilization, the following principles shall govern the determination of the number of bedrooms for which a household will qualify for both residents that are new to public housing and in connection with continued occupancy. Insofar as practicable, these standards shall govern. If circumstances require deviation from these standards, such deviation shall be recognized and documented, and property management shall be responsible for correcting the condition as soon as feasible.

6.1 Calculation of Number of Appropriate Bedrooms

Number of bedrooms	Min. Number of Persons	Max. Number of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

THA shall use the following rules to apply these occupancy standards:

- THA, to responsibly manage its housing stock and to seek to serve as many persons as it responsibly can, shall place households in the smallest unit possible for the number of persons in the family.
- Each bedroom will accommodate no more than two persons. Two adults will share a bedroom unless related by blood.
- THA will include in the family children due to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.
- Live-in aides will get a separate bedroom
- Children of the opposite sex will share a bedroom until the age of five. After age five children of the opposite sex will be assigned separate bedrooms
- Adults and children will not be required to share a bedroom.

- Certified foster care providers with foster children will be assigned enough bedrooms to remain in compliance with Washington State law

6.2 Exceptions to Bedroom Size Calculation

In determining family unit size for a particular family, THA may grant an exception to its established occupancy standards if THA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition
-

In these circumstances, THA will work with the tenant to complete the process to request a reasonable accommodation.

6.3 Conditions of Under-housed and Over-housed: Transfer

THA's transfer policy shall govern when either:

- *Over-housed:* the number of household members as listed on the dwelling lease decreases and as a result in the unit size is no longer appropriate according to the above "calculation of bedroom size".
- *Under-housed:* the number of household members as listed on the dwelling lease increases so the number exceeds the above "Maximum Number of Persons".

7. MODIFICATIONS TO LEASE-ADDING OR REMOVING HOUSEHOLD MEMBERS

7.1 Adding household members

7.1.1 Request to Add a Household Member

THA determines the composition of any household at the time it approves the application. The persons included in that composition are the only person(s) authorized to live in the unit rented by that household, unless that composition is revised with THA's approval.

Children newly born to members of the household, recently adopted or added to the households through court-awarded custody do not need prior approval. Residents do need to report their arrival to THA in writing.

All other additions to the household, including live-in aide, foster child and foster adult – must have THA's prior written approval. Residents shall request this approval in writing in advance. Generally, THA will not approve the addition of a new adult member(s) within the first six (6) months of the resident's initial tenancy.

Requests to add other minors to the household must be accompanied by documents substantiating legal custody or guardianship by an adult member of the household.

Residents must also request THA's permission for any person expected to stay in the unit for more than fourteen (14) consecutive calendar days. In that case, the person no longer qualifies as a "guest."

THA will not approve the addition of new family or household members other than by recent birth, adoption, court-awarded custody, or marriage, if it will require the family to transfer to a larger size unit (under the transfer policy in Chapter 12), unless the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that THA should consider (*e.g.*, live in aides). Exceptions will be made on a case-by-case basis.

THA will not approve the addition of a new family or household member unless the individual meets THA's eligibility and suitability criteria (see Section 5).

If THA determines that an individual does not meet THA's eligibility or suitability criteria or documentation requirements, THA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

THA will make its determination within ten (10) business days of receiving all information required to verify the individual's eligibility or suitability.

7.1.2 Approval

THA will inform the resident if the person is approved to be added to his or her lease. When new members are added to the household, a new lease shall be prepared and signed by all adult members authorized to live in the unit.

7.1.3 Denial

Failure of the resident/applicant to complete any element of the application process will result in cancellation of the application. If the applicant fails to meet eligibility or suitability requirements, the resident's request to add the person shall be denied.

THA shall inform the resident of the denial of an application to add a person to his or her lease and of his or her right to submit, within two (2) weeks of the date of notification, a written request for a grievance hearing to contest the decision.

7.2 Departure or Removal of a Family or Household Member

The Head of Household may request to remove any member of the household from the lease. The household must report the removal within ten (10) days of the member ceasing to live in the unit. To remove an adult member (18 years of age or older), however, the Head of Household must provide a written statement from the adult member being removed from the household, authorizing his or her removal from the lease. If the adult member is not able to provide such a statement for any reason, the Head of Household must provide certification, under penalty of perjury, that the adult member is no longer a member of the household.

To remove a spouse or co-tenant(s) from the lease the departing person and the remaining spouse or co-tenant must agree in writing to the removal. If the party to be removed does not consent to the removal, THA shall not take any action to remove the party from the lease or the unit unless it receives court documents authorizing removal of a spouse or co-tenant from the lease.

When one party is removed from the lease, THA shall have no obligation to provide a unit for the member removed.

When an incident of domestic violence requires the removal of the abuser from the unit, THA may pursue eviction actions to terminate the tenancy of the abuser in accordance with the terms of the lease and THA's eviction policy.

Household members that are removed, including children, must go through the approval process to be re-added.

7.3 Security Deposit

The Security Deposit remains with the person in possession of the unit. Any claim for reimbursement of security deposit by the household member removed from the lease shall be made to the Head of Household, and the amount to be reimbursed, if any, shall be determined in negotiations between the Head of Household and the household member removed from the lease.

7.4 Rent

Whenever there has been a change in the resident's household composition or amount or source of household income so that the current rental rate no longer conforms to the rent required for the household's income or the household composition, the resident may be required to pay a higher or lower rent as determined by the applicable THA rent schedule.

7.5 Size of dwelling

THA is, by law, required to assign units according to the size of the household. If the resident's household composition authorizes a larger unit or requires a smaller unit as provided in THA's occupancy standard, THA shall initiate a transfer request, in accordance with THA's transfer policies for under or over-housed households, to a unit with the appropriate number of bedrooms. Children in joint custody arrangements who are part of the household 51% or more of the time shall be included in determining the unit size.

8. LIVE IN AIDES

8.1 Generally

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

THA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

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

8.2 Live-In Aides in Tax Credit Units

In addition, a family and the live-in aide in a TC-funded unit will be required to submit a certification stating that the live-in aide is:

- The Live-In Aide is not a resident of the property. The Live-In Aide shall not become a resident of the property regardless of the length of his/her/their stay in the unit or his/her/their relationship to the resident.
- The Live-In Aide shall be living in the unit solely to provide support services to the household member requiring assistance, and shall not contribute income to the support of the household.
- Family members of the Live-In Aide (such as spouse or child) and/or pets may not reside in the unit.
- If the household member requiring assistance moves out or no longer occupies the unit, the Live-In Aide shall vacate the unit no later than the household member's departure date. Upon the termination of the Live-In Aide's services for any other reason, the Live-In Aide shall vacate the unit immediately.

- The Live-In Aide shall not violate any of the House Rules and Regulations. Management may evict the Live-In Aide if he/she/they violate(s) any of the House Rules and Regulations.

8.3 Denial of Live-in Aide

THA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to THA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

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

9. RESIDENT TRANSFERS

It is the policy of THA to provide resident transfers between units, for reasons of domestic violence, changes in household composition to avoid over-crowding and over-housing, to obtain the optimum use of its limited housing resources, health-limiting or life-threatening situations and requests for accommodations of disabilities. or tax credit and bond financed properties, the criteria for transfers shall follow IRS regulations.

9.1 Types of transfers

There are four (4) types of transfers:

- *Accommodation of a Disability:* A request for a transfer to accommodate a resident's disability.
- *To move an over-housed family to a smaller unit:* A change in the household composition that reduces the number of family members resulting in the unit size being no longer appropriate according to THA's occupancy standards.
- *To move an underhoused family to a larger unit:* A change in the household composition that increases the number of family members resulting in the occupancy above the maximum limits under THA's occupancy standards..
- *Manager Decision Transfers:* A request at the discretion of the Property Manager based on the interest of the household, community and/or THA.

9.2 Transfer to Accommodate a Disability

THA will use its Reasonable Accommodation Policy to assess transfers that a resident requests to accommodate a disability.

9.3 Over-Housed and Under-Housed Transfers

9.3.1 Over-housed: THA, to responsibly manage its housing stock and serve as many people as it responsibly can, shall place households in the smallest unit possible for the number of persons in the family. If a smaller unit is required due to a change in household size, a transfer will be mandatory and initiated by THA management.

9.3.2 Under-housed: If a household requires a larger unit due to a change in household size, they may request a transfer to a larger unit. If the household size exceeds THA's maximum occupancy standards, THA may require the transfer.

A household required to move to a different size unit shall be entitled to a thirty (30)-day notice of such move in accordance with the lease provisions. If a

household disputes THA's determination of the household's need for a different size unit, the household may contest in using THA's grievance procedure.

9.4 Manager Decision Transfers

THA's managers have the discretion to grant or require transfers in the following situations:

- 9.4.1 when a unit is uninhabitable due to damage caused by fire or water, or other health/hazardous conditions (e.g., mold), and cannot be put back into habitable condition within five (5) working days. If, however, the damage is a result of intentional, reckless or negligent acts on the part of the family or its guests, relocation is not an option and eviction action shall be initiated in accordance with the provisions of the lease.
- 9.4.2 if a resident testifies in a legal proceeding to assist THA, TPD or other law enforcement agency, and if there is reason to believe that having done so would put the resident and/or any of the members of the household at risk and if it is also reasonable to believe that a new location would remove such a threat.
- 9.4.3 if an accessible unit is occupied by a household that does not require the accessible features of the unit and an eligible, qualified applicant or existing resident with disabilities is identified who needs the accessible features, the Property Manager shall transfer the household, at THA's expense, to another appropriate unit, making the unit with the accessible features available for the applicant or resident in need.
- 9.4.4 modernization, extensive rehabilitation of a unit(s), or other good cause shall be sufficient reason for the Property Manager to transfer residents given that adequate notice and other criteria are met.

9.5 Cost of transfer

The resident will bear all of the costs of transfer when made because of a change in household size. THA will bear the transfer costs when the transfer is done as a reasonable accommodation, due to an emergency or THA-required relocation.

9.6 Transfers in tax credit properties

In accordance with IRS regulations for tax credit and bond financing, for a transfer to a tax credit or bond financed unit within the SAME community, the resident must be program eligible but need not be income eligible at the time. Those determined ineligible shall be held until a non-tax credit or non-bond financed unit becomes available that meets the requirements of the resident's approved transfer.

For a transfer to a tax credit or bond financed unit within a DIFFERENT community, the resident must be re-certified as income and program eligible.

Those determined to be ineligible shall be held until a non-tax credit or non-bond financed unit becomes available that meets the requirements of the resident's approved transfer.

9.7 Transfer offers

9.7.1 When Possible Transfer Within Same Community

When possible, THA will attempt to transfer households within their same community. This is not always possible and transfer offers may include a unit at another THA-managed community or a rental assistance voucher so the tenant can rent a unit in the private market.

9.7.2 One Offer of Transfer; Good Cause to Decline

Residents will receive one offer of a transfer. When the transfer is required by THA, refusal of that offer without good cause will result in lease termination. If the tenant denies the unit without good cause, the tenancy will be terminated using a thirty (30)-day notice.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- Inaccessibility to source of employment, education, or job training, children's day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to THA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty (30)-day notice to move.

- The unit has lead-based paint and the family includes children under the age of six.
- The transfer would occur in the middle of a school year requiring a child to change schools.

THA will require documentation of good cause for unit refusals.

Note: good cause does not include disputes about the unit size being offered. Any disputes about unit size must be made at the time a household is placed on the transfer list.

When the resident requests a transfer, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.

9.8 Steps After Transfer

Upon transfer to a new unit, a new dwelling lease shall be signed, and the security deposit shall be increased to the current amount charged new residents for the size unit the tenant is transferring to. THA shall not impose an increased security deposit when a resident is requested to transfer to *the same size unit* as a result of a reasonable accommodation request to accommodate the resident's disability.

Once a tenant has accepted the new unit, the tenant will have seven (7) calendar days from the date they received the keys to do the following:

- Transfer all belongings to the new unit
- Return the old unit, storage unit and unit exterior to its previous condition, reasonable wear and tear excepted.
- Return all copies of their keys to the old unit, storage and mailbox to management
- Provide THA management with a forwarding address

If the tenant fails to provide keys to the old unit by the established deadline, the tenant will be responsible for full market rate rent for the old unit until keys are returned.

10. PET POLICY

10.1 Resident Responsibilities

The agreement is conditioned on the resident (i) fulfilling all conditions stated below; (ii) keeping and maintaining the pet(s) responsibly; (iii) complying with THA's pet rules as outlined in this Agreement and THA's Property Management Policies; and (iv) and complying with all applicable laws, including those pertaining to public health and animal anti-cruelty.

10.2 Limitation on the Number of Pets

Tenant agrees to keep no pet other than the one(s) authorized by this agreement. Each household is permitted not more than two common household pets, only one of which may be a dog. Common household pet means a domesticated animal such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

10.3 Dogs

If the pet is a dog, when full grown the pet may not exceed 20 pounds at senior and other mid or high rise apartment complexes, and 40 pounds at Salishan, Dixon Village, Hillside Terrace, Bergerson Terrace and townhouse units at Bay Terrace. Large dogs that will traditionally exceed 40 pounds when full grown are not allowed. Breeds of dogs of dangerous propensity such as pit bulls, Rottweilers, chows and boxer breeds are not allowed.

10.4 Uncommon & Unlawful Household Pets

Ferrets and other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations are not allowed and are not considered common household pets. Uncommon household pets (reptiles, rodents, insects, spiders, birds of prey, wild animals, pigs, chickens, commercial breeding) are not allowed. Animals not permitted by law, code or ordinance are also not allowed.

10.5 Leashes & Outdoor Rules

Dogs or cats shall remain inside a tenant's unit unless attended on a leash not longer than six (6) feet or carried and under the owner's control. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit. You cannot solely keep the pet outdoors. You cannot create a dog run, a pet door, have a kennel or make alterations to a patio or yard area or unit door for the animal. Tenant must pick up and dispose of all animal waste in sealed plastic bags and place the bag in the garbage containers.

10.6 Indoor Rules

In the case of cats and other pets using litter boxes, the pet owner must change the litter no less than once a week. Litter must be disposed of in plastic bags and must be placed in the garbage container. Litter cannot be flushed down the toilet. Litter boxes must be kept inside the unit. Resident must clean up pet residue (odor, hair, seeds, feathers, water) regularly. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exists from the building.

10.7 Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Each pet owner shall be responsible or appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage THA property. No animals may be tethered or chained inside or outside the unit at any time.

10.8 Unattended Pets

If a dog is left unattended for 24 hours, or if any other pet permitted under this Agreement is left unattended for an unreasonable period of time such that the animal's or residents' health or safety is put at risk, Tacoma Housing Authority (THA) may enter a unit to transfer the pet to the proper authority. THA accepts no responsibility for pets so removed.

10.9 Inspections

THA has the right to inspect the tenant's unit for compliance with this Agreement once every three months for the first year or at other times when THA has reason to suspect non-compliance with this policy.

10.10 Licensed, Inoculated & Neutered/Spayed.

At the time of annual re-examination, tenants shall provide written proof of:

- current license from city or county;
- a certificate signed by a licensed veterinarian or state or local authority empowered to inoculate animals (or designated agent of such an authority), stating the pet has received all inoculations required by applicable state and local law;
- pet being neutered/spayed if no evidence exists in tenant file. Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. THA shall not be held responsible for illnesses caused to animal due to routine extermination procedures.

10.11 Registered with THA

The pet must be registered with THA at the time of the tenant's re-examination. Animals requiring a license must be licensed.

10.12 Complaints

The pet shall not be allowed to interfere with the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching or other such activities. A pet may be removed if it presents a danger or a health hazard to other residents (i.e., rabies, fleas, etc.) or if two (2) or more substantiated complaints are received in a 6-month period.

10.13 Collars; Strays

Pet must wear an ID collar at all times. Animals without collars will be considered strays. Resident must not feed strays. Do not leave food outside our unit to attract strays or wild animals such as birds or squirrels, or make such animals your official pet.

10.14 Pet Rule Violations; Notice

If THA determines that a resident/pet owner has violated the pet rules, THA will serve a written notice on the resident. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state the following:

- The pet owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- The pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

10.15 Notice for Pet Removal or Tenancy Termination

If the pet owner and THA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by THA, THA may serve notice to remove the pet. Failure to remove the pet is a lease violation.

10.16 Death or incapacity of pet owner

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

10.17 Dog Bites; Animal Cruelty

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

10.18 Termination of Tenancy

THA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified;
- The pet rule violation is constitutes good cause to terminate tenancy under terms of the lease.

10.19 Emergency Situations

If the responsible party is unwilling or unable to care for the pet, or if THA after reasonable efforts cannot contact the responsible party, THA may contact the appropriate state or local agency and request the removal of the pet. THA will take all necessary steps to remove pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others. If it is necessary for THA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

10.20 Removal

The may require the resident to remove the pet if THA determines that the resident has not complied with this agreement or that the pet constitutes a nuisance or a threat to the health and safety of the other occupants or of other persons in the community. The resident's failure to remove the pet would be a lease violation. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

10.21 Grievance Procedure

In addition to any rights of the resident described in this policy, the resident may use THA's Grievance Procedure to resolve any dispute regarding the pet.

10.22 Pet Fees

The resident will pay a non-refundable fee to cover reasonable operating costs to the development relating to the presence of a pet. A Non-Refundable Fee will be charged as follows:

Dog	\$150.00
Cat	\$150.00
Caged bird(s)	\$ 75.00
Caged guinea pigs	\$ 75.00
Caged hamster	\$ 75.00

10.23 Contacts

The resident will provide THA with two contact persons who will keep the pet in case of emergency and the pet's veterinarian.

11. RE-EXAMINATIONS

Depending on the unit's funding source, THA will conduct annual and interim reexaminations based on THA's Administrative Plan and Washington State Housing Finance Commission (WSHFC) requirements.

12. REPORTING INCOME AND FAMILY COMPOSITION CHANGES

Households must report all changes in income and/or household composition within ten (10) days of the change. Changes must be reported in writing.

13. CALCULATION OF INCOME AND RENT

13.1 PBV and PBVRAD

Income for PBV and PBVRAD units with tax-credit funding, will be calculated in accordance with the Washington State Housing Finance Commission (WSHFC) requirements. Using that income amount, rent for PBV and PBVRAD units will be calculated in accordance with THA's Administrative Plan.

If a household's income grows to a point where the household is no longer eligible for a rent subsidy, the rent will be set using the tax credit rent limits minus any applicable utility allowances.

13.2 Tax Credit Income and Rent

For TC-funded units without PBV or PBVRAD, income and rent will be calculated in accordance with the Washington State Housing Finance Commission (WSHFC) requirements.

14. CHOICE MOBILITY

This section applies to households in PBVRAD units only.

Households living in PBVRAD units may move after one (1) year of occupancy and be eligible for tenant-based rental assistance. Once a household has lived in a PBVRAD unit for at least one (1) year, they may notify their property manager of their wish to move with continued assistance. THA's Rental Assistance office will process the request in accordance with THA's tenant-based voucher policies.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

The mobility option that allows PBV tenants to automatically receive a tenant-based Housing Opportunity Program (HOP) voucher after one (1) year of occupancy does not apply to any other properties receiving PBV assistance from THA that are not Covered Projects under RAD.

15. TERMINATION OF TENANCY

15.1 Termination by tenant

If a family desires to move and terminate its tenancy, it must give at least twenty (20) calendar days advance written notice to THA of their intent to vacate no later than the tenth (10th) day of the month in which they wish to vacate.

The notice of lease termination must be signed by the head of household, spouse, or co-head.

If the family fails to provide twenty (20) days' notice by the tenth (10th) of the month and or if it provides timely notice but remains in the unit past the termination date, the family will owe rent for the following month.

15.2 Termination by THA

THA will terminate the lease at any time during the Term for good cause, which constitutes a "default" under or "breach" of this Lease. Good cause includes the following:

- (1) a serious or repeated violation of the Lease;
- (2) a violation of Federal State or local law that imposes obligations on the tenant in connection with the occupancy or use of the Property;
- (3) criminal activity committed by any member of the household, a guest or another person under a resident's control, including caregivers, that threatens the health, safety or right to peaceful enjoyment or use of the Property by other residents, persons residing near the Premises, the Landlord, its agents, employees or invitees;
- (4) any violent criminal activity on or near the Premises;
- (5) drug-related criminal activity on or near the Premises in violation of local, state or federal law, including but not limited to illegal possession, sale or use of drugs. This includes the use of medical and recreational marijuana;
- (6) a conviction or arrest for the production, manufacture, possession, sale or use of methamphetamine at or near the Premises;
- (7) any behavior committed by any member of the household, a guest or another person under a resident's control, including caregivers resulting from alcohol abuse that threatens or adversely affects the health, safety or right to peaceful enjoyment of the Property by other residents or by Landlord, its agents, employees or invitees;
- (8) Tenant flees to avoid prosecution, custody or confinement after a felony conviction;

- (9) Tenant violates a condition of probation or parole;
- (10) Tenant is a registered lifetime sex offender and fails to disclose to the Landlord before moving in, or Tenant becomes a registered lifetime sex offender during the Term of the Lease and fails to disclose to the Landlord the same within a reasonable time of such a conviction;
- (11) a disturbance that creates, permits or maintains a nuisance in or about the Premises or otherwise interferes with the quiet enjoyment of the residents;
- (12) any dangerous or destructive act on or about the Premises to person or property;
- (13) tampering with building utilities, carbon monoxide detectors or smoke alarms serving Tenant or other residents in the building in violation of the law;
- (14) household practices that cause waste, destruction or damage to the Property, including fire and water damage and graffiti;
- (15) any other conduct that threatens person or property at the Premises or Property;
- (16) failure of tenant in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause;
- (17) furnishing false, incomplete or seriously misleading information to Landlord;
- (18) subletting or assigning the Lease without Landlord's consent;
- (19) failure to transfer to an appropriate size dwelling unit based on submitted family composition information;
- (20) failure to transfer to another unit after signing the Accessible Unit Form and being required to relocate under that terms of that Form;
- (21) failure to permit access to the unit by the Landlord after Landlord has supplied proper notice;
- (22) failure to abide by the terms of a repayment agreement (if any) entered into with a third-party as a condition of continued assistance;

- (23) abusive, violent or threatening behavior toward neighbors or Landlord or its employees, managers, or agents, including oral or written threats or physical gestures that communicate intent to threaten, harm, frighten, abuse or commit violence;
- (24) abandonment of the Premises with or without written notice to Landlord; and,
- (25) failure to provide Landlord with 10-days' written notice at the start of a planned absence for 30 days or more;
- (26) other grounds for good cause not otherwise described above.

15.3 Alternatives to termination of tenancy

15.3.1 Exclusion of Culpable Household Member

THA will consider allowing the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit. Depending on the circumstances, THA may also require the family to bar the excluded member from visiting. The family must present evidence of the former household member's current address upon THA request.

15.4 Repayment of Family Debts

If a family owes amounts to THA, as a condition of continued occupancy, THA may require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from THA of the amount owed.

15.5 Criteria for deciding to terminate tenancy

THA may consider all of the circumstances relevant to a particular case before making a decision.

15.5.1 Evidence

THA will require that a preponderance of the evidence support's termination.

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

evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

15.5.2 Consideration of Circumstances

THA will consider the following factors before deciding whether to terminate the tenancy:

- (1) The seriousness of the offending action, especially with respect to how it would affect other residents;
- (2) The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, or stalking;
- (3) The effect on the community of the termination, or of THA's failure to terminate the tenancy;
- (4) The effect of THA's decision on the integrity of the public housing program;
- (5) The demand for housing by eligible families who will adhere to lease responsibilities;
- (6) The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;
- (7) The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future;
- (8) In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family;

15.5.3 Consideration of Rehabilitation

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, THA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose THA will require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

15.5.4 *Reasonable Accommodation*: If the family indicates that the behavior of a family member that provides the basis for a termination or tenancy is due to that person's disability and the family requests THA to forego the termination on reasonable terms as an accommodation to the disability, THA will consider the request pursuant to its reasonable accommodation policy.

15.5.5 *Nondiscrimination Limitation*: THA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

15.5.6 *Victims of Domestic Violence, Dating Violence and Stalking*: The Violence against Women Reauthorization Act of 2005 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse."

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence. More detail about VAWA is included in the next section of this document.

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, THA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as allowing them to transfer to another location

If the tenant wishes to contest THA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, THA will request in writing that the individual submit documentation affirming that claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline

The documentation will consist of a completed and signed form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking. In lieu of the certification form, THA will accept either of the following forms of documentation:

- A police or court record documenting the actual or threatened abuse
- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation

THA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.

The individual claiming victim status must submit the requested documentation within fourteen (14) business days after receipt of THA's written request or must request an extension within that time frame. THA may, at its discretion, extend the deadline for ten (10) business days.

If the individual provides the requested documentation within fourteen (14) business days, or any THA-approved extension, THA will reconsider its termination decision in light of the documentation.

If the individual does not provide the requested documentation within fourteen (14) business days, or any THA-approved extension, THA will proceed with termination of the family's lease in accordance with applicable local, state, and federal law and the policies in this ACOP

15.5.7 Evicting a perpetrator of domestic violence

THA will bifurcate a family's lease and terminate the tenancy of a family member if the THA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, THA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to THA by the victim in accordance with this section. On a case-by-case basis, THA may choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If THA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this document. If necessary, THA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, THA may offer the remaining family members another unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, THA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

15.5.8 Conducting criminal records checks

THA will conduct criminal records checks when it has come to the attention of THA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

THA will not pass along to the tenant the costs of a criminal records check. In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, THA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given ten (10) business days from the date of the notice, to dispute the accuracy and relevance of the information. If the family does not contact THA to dispute the information within that ten (10) business day period, THA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

16. REPAYMENT AGREEMENTS

16.1 General

Any amount owed to THA by a tenant family must be repaid. If the family is unable to repay the debt within thirty (30) days, THA will offer to enter into a repayment agreement in accordance.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, THA will terminate the family's tenancy in accordance with its lease termination policies. THA will also pursue other modes of collection.

16.2 General Repayment Agreement Guidelines

Before executing a repayment agreement with a family, THA will generally require a down payment of ten (10) percent of the total amount owed. If the family can provide evidence satisfactory to THA that such a down payment would impose an undue hardship, THA may, in its sole discretion, require a lesser percentage or waive the requirement.

If a family is paying less than forty (40) percent of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount will be the greater of the following two amounts:

- The difference between 40 percent of the family's MAI and the total family share at the time the agreement is executed; or
- twenty-five dollars (\$25).

If the family's income increases or decreases during the term of a repayment agreement, either THA or the family may request that the monthly payment amount be adjusted accordingly.

Any repayment agreement between THA and a family must be signed and dated by THA and by the head of household and spouse/co-head (if applicable).

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by THA, THA will send the family a delinquency notice giving the family ten (10) business days to make the payment in full. If the payment is not received by the due date of the delinquency notice, it will be constitute a breach of the agreement and THA will terminate the lease.

THA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

17. PEST CONTROL

Residents must maintain housekeeping practices that do not cause or support pest infestation. They must cooperate with THA's pest control efforts.

Residents must report any suspected pest infestation to THA management. This includes bed bugs, fleas, roaches, mice, rodents, etc. Non-compliance with the requirements to maintain the unit in accordance with this policy shall be a violation of the dwelling lease and grounds for eviction.

Residents may use common controls for mice, and fleas when the product and the means of use are within safe limits of their capability. Residents may use common controls such as glue traps or snap traps for mice. Residents may not use rodenticide poisons under any circumstances. Residents may control flea infestations by using over-the-counter products available at home and hardware stores.

THA will use special chemicals, special applications or special equipment to treat pests either by staff or by contracting with a specialized pest control company when conditions require.

Residents who request or require treatment for bedbugs, roaches or other infestations must comply with management instructions prior to the scheduled treatment. This may require the resident to admit THA staff into their unit, to move their belongings, to remove excessive belongings that provide hiding places for bugs or rodents or to allow THA to subject their belongings to heat treatment. Residents who fail to cooperate or to prepare their unit in accordance with the instructions provided and cause a delay or cancellation of treatment, is charged a 1st Failure to Prepare fee or 2nd Failure to Prepare fee for the second incident.

If the resident's unit cannot be treated due to the resident's refusal to properly prepare their unit, THA shall initiate lease enforcement actions against the resident and the resident will be held responsible for all costs incurred by the Housing Authority up to the time of treatment or eviction.

18. GRIEVANCE PROCEDURE

This section applies to PBV and PBVRAD only.

18.1 Purposes

This “Grievance Procedure” explains THA’s process for handling and reviewing Tenant Grievances. This procedure has been incorporated into all Tenant residential leases.

The Grievance Procedure serves several purposes.

- It provides tenants with a fair and meaningful chance to dispute a THA decision that adversely affects their rights and to do so before a neutral decision maker.. In this way, this procedure provides the Tenant with due process.
- It helps to ensure that THA’s determinations are correct.
- It helps a Tenant feel, even if the decision does not go his or her way, that he or she had her chance to speak, to better understand the reason for the decision and to feel that THA treated him or her with respect.

18.2 Definitions

- A “Grievance” is any dispute that a Tenant has with THA regarding a THA action or inaction – involving the Tenant’s lease or a THA regulation – that adversely affects the Tenant’s rights, duties, welfare, or status.
- A “Hearing Officer” is an impartial person that THA selects to hear a Grievance and render a decision with regard to the Grievance.
- A “Tenant” is an adult person (other than a live-in aid) who signed the lease with THA. A Tenant may also be a person who lives in the unit and is the head of household of the family residing in the unit.

18.3 InApplicability

This Grievance Procedure does not apply to disputes between Tenants that do not directly involve a THA action or inaction. Nor does it apply to disputes between Tenants and other third parties. Also, a Tenant may not use the Grievance Procedure to seek policy changes.

18.4 Informal Settlement of Grievance

When THA makes a decision that adversely affects a Tenant, the Tenant is entitled to challenge that decision in an informal hearing. The purpose of the informal hearing is to consider whether THA’s decision is in accordance with the law and THA policies and based on a correct understanding of the facts.

However, before an informal hearing is scheduled, the Tenant must meet with THA staff to discuss the Grievance in an informal meeting and try to resolve it without a hearing. If the Tenant does not like the proposed outcome of the informal meeting, he or she may then request an informal hearing. A tenant must participate in the informal meeting in order to receive an informal hearing.

To request an informal meeting, a Tenant must present their Grievance to THA at its main office or at the office of the property where the Tenant lives.

If the Grievance involves a termination of tenancy or a termination of assistance the Tenant must present the Grievance within ten (10) calendar days of receiving a notice of termination. Tenants must present all other Grievances within a reasonable time from receiving notice of an adverse THA decision.

After receiving the Grievance THA will arrange the informal meeting with the Tenant within ten (10) calendar days. The meeting will be held at a mutually agreeable time and THA will confirm the meeting in writing.

After the informal meeting, THA will prepare a written summary of the meeting within five (5) calendar days. THA will give a copy of the summary to the Tenant and put a copy in the Tenant's file.

The summary will specify (1) the names of the participants; (2) the date of the informal meeting; (3) the proposed outcome of the Grievance; and (4) the specific reasons for the proposed outcome. In addition, the summary will explain how the Tenant may obtain a full hearing if the Tenant is not satisfied with the proposed outcome.

This informal settlement procedure is not applicable to Grievances that are subject to the accelerated schedule (*see* Section 18.9).

18.5 Procedure to Obtain and Formal Hearing

If the Tenant is not satisfied with the proposed outcome of the informal meeting, the Tenant may seek an informal hearing.

18.5.1 Requesting a Hearing

To have a hearing on his or her Grievance, the Tenant must submit a written request for a hearing to the main THA office or to the office of the property where the Tenant lives. The Tenant must do this within five (5) calendar days after the Tenant receives the summary of the informal meeting. The Tenant will be deemed to have received the summary three (3) calendar days after THA mails it. In his her written request the Tenant must include the reasons for the Grievance that explain why and how the Tenant believes THA made a mistake.

When THA receives the Tenant's request, it will date the request and file it in the Tenant's file with a copy of the informal meeting summary and a copy of the original notice to the Tenant.

After the hearing, THA will place a copy of these documents, along with the written decision of the Hearing Officer, in a separate Grievance hearing file.

18.5.2 Failure to Request a Hearing

If the Tenant does not request a hearing in the manner provided above, THA's decision will become final. The Tenant may still contest THA's decision in court, however.

18.5.3 Escrow Deposits for Rent Disputes

For Grievances involving the amount of rent THA claims is due, THA will not schedule a hearing until the Tenant pays into an escrow account the amount THA claims is due. The Tenant must also pay its monthly rent into an escrow account until the Grievance is resolved by the Hearing Officer. The Tenant may still contest the THA decision in court if he or she fails to comply with this requirement.

This requirement does not apply to hearings involving tenancy terminations or evictions for alleged nonpayment of rent. It also does not apply to Grievances involving a THA decision denying or limiting a Tenant's claim to a financial hardship exemption or a Tenant's claim that the THA has not correctly calculated the amount of imputed welfare income.

Payment and acceptance of deposits or subsequent payments will not constitute THA's waiver of any lease violation.

18.5.4 Scheduling a Hearing

If the Tenant satisfies the above requirements, THA will schedule a hearing for a time and place reasonably convenient to both the Tenant and THA. The Hearing Officer will give the Tenant and THA written notice of the time, place, and the procedures governing the hearing. THA will deliver this notice to the Tenant either personally or by first-class mail, postage prepaid, properly addressed to the Tenant at his or her unit. The parties may agree in writing to a change in the schedule.

18.6 Hearing Officer or Panel

THA will appoint a Hearing Officer(s) at THA's expense. The Hearing Officer must be someone other than a person who made or approved the THA action under review or a subordinate of such person.

THA will consult the Resident Organizations, if any, before choosing a Hearing Officer and will consider any comments or recommendations of the Resident Organization before choosing a hearing officer.

18.7 Procedures governing the hearing

18.7.1 Due Process

The Tenant will be afforded a fair hearing. This means the basic safeguards of due process will be provided, including:

- (1) Adequate notice to the Tenant
- (2) The opportunity to examine, before the hearing, all documents, records, and regulations of THA that are directly relevant to the Grievance hearing. The Tenant will be allowed to copy any document at the Tenant's expense. THA may not use any document at the hearing that is not made available to the Tenant upon request.
- (3) The right to representation by counsel or any other person designated and arranged as Tenant's representative. (THA will not be responsible for the expense or arrangement of such representation.)
- (4) The right to a private hearing unless the Tenant requests a public hearing.
- (5) The right to present evidence and arguments, to dispute evidence relied on by THA, and to confront and cross examine all witnesses.
- (6) A decision based solely and exclusively upon the facts presented at the hearing.
- (7) All hearings will be conducted informally by the Hearing Officer. This means that he or she may hear evidence that he or she determines is pertinent to the facts and issues raised by the Grievance even if the evidence would be deemed inadmissible under the rules of evidence applicable in court.

- 18.7.2* The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that provided the Tenant procedural safeguards at least equal to those listed above.
- 18.7.3* If either the Tenant or THA fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five (5) business days. Alternatively, the Hearing Officer may determine that the party that fails to appear has waived the right to a hearing. If that happens, both the Tenant and THA will be notified of the Hearing Officer's decision regarding waiver. A Tenant that has waived the right to a hearing may still contest THA's decision in court.
- 18.7.4* At the hearing, the Tenant will present his or her evidence first. THA will present second. THA has the burden to show that its decision was justified.
- 18.7.5* The Hearing Officer will require all parties, witnesses, and spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to keep order may result in exclusion from the proceedings and/or in a decision granting or denying the relief sought, as appropriate.
- 18.7.6* The Tenant or THA may arrange for a transcript of the hearing. The request for a transcript must be made in advance and the party making the request must pay for it. Any interested party may buy a copy of the transcript.
- 18.7.7* The Tenant may also request, in advance of the hearing, that THA audio record the hearing. THA will provide the Tenant with a copy of an audio recording so long as the Tenant pays for the expense of reproducing the recording.
- 18.7.8* THA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. Notices to visually impaired Tenants will be in accessible format.

18.8 Decision of hearing officer or panel

18.8.1 The Hearing Officer will prepare a written decision within ten (10) business days after the hearing. Both the Tenant and THA will receive a copy. THA will place a copy in the Tenant's file.

18.8.2 The decision of the Hearing Officer will be binding on THA unless THA's Board of Commissioners determines within a reasonable time and promptly notifies the Tenant in writing of its determination that:

- (1) The Grievance does not concern a THA action that adversely affect the Tenant's rights, duties, welfare or status; or
- (2) The decision of the Hearing Officer is contrary to (i) applicable federal, state or local laws; (ii) the United States Housing Act of 1937, as amended; (iii) Department of Housing and Urban Development regulations and requirements; (iv) THA's own regulations and policies; or (v) the Annual Contributions Contract in effect on the date of the hearing.

18.9 Accelerated hearing procedure

The accelerated schedule outlined below will apply if the Grievance challenges a tenancy termination that involves: (i) any criminal activity that THA judges seriously threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or THA employees; or (ii) any drug-related criminal activity on or near THA premises.

This accelerated schedule provides the same due process protections as a normal Grievance Procedure, but on a faster schedule.

18.9.1 Right To Request A Hearing

After THA provides the Tenant with notice that THA is evicting or terminating a tenancy for conduct that falls within the scope of this section, the Tenant must, by 4:30 p.m. Pacific time on the third (3rd) business day after the earlier of THA's personal delivery or posting of the notice on the premises (and deposit of the notice in the US Mail), present his or her Grievance in writing, to the main THA office or to the office of the property where the Tenant lives and request an accelerated hearing. The Grievance must set forth: (1) the nature of the Grievance, and (2) the relief sought. The eviction or termination notice will explain these deadlines and requirements to the Tenant. A copy of this Grievance Procedure will also be provided to tenants with the eviction or termination notice.

If the Tenant does not follow the requirements in this subsection, THA's decision will become final. However, the Tenant's failure to request a

hearing will not constitute a waiver by the Tenant of the right to contest THA's action in court.

18.9.2 Scheduling the Hearing

Upon receipt of a written request for an accelerated hearing, THA will immediately appoint a Hearing Officer pursuant to Section 18.6. The Hearing Officer will schedule such hearing between 9:00 a.m. and 3:00 p.m. no later than the fifth (5th) business day after the Hearing Officer receives the request for an accelerated hearing from THA. The Hearing Officer will promptly notify both THA and the Tenant of the date, time, and place of the hearing. The Hearing Officer's notice will also plainly state that no postponements will be permitted unless agreed to by both parties in writing.

18.9.3 Informal Settlement Conference

The Tenant may also request an informal settlement conference in his or her request for an accelerated hearing. If requested, the informal settlement conference will be held within twenty-four (24) hours of the request; provided that such time may be extended by mutual agreement of Tenant and THA so long as the informal settlement conference does not delay the Grievance hearing. If an informal settlement conference is held, the THA official taking part in the meeting will prepare a written summary of the meeting, including the information set forth in Section 18.4.

Completing an informal settlement conference is not a prerequisite to the accelerated hearing and unless the informal settlement conference resolves the matter it will not delay or postpone the accelerated hearing.

18.9.4 Procedures Governing the Hearing:

The procedures in Section 7.7 will govern during the accelerated hearing.

18.9.5 Decision of the Hearing Officer

The Hearing Officer will provide a written decision to all parties on the same day as the accelerated hearing concludes. As soon as the written decision is finalized, the Hearing Officer will provide copies to both THA and the Tenant.

18.9.6 All other provisions in Section 7 regarding the Hearing Officer's decision apply to the Hearing Officer's decision in an accelerated hearing.

18.9.7 Miscellaneous

All other provisions of this Grievance Procedure will apply within the accelerated schedule, adjusted as necessary to conform to that schedule.

18.10 Pre and Post Adverse Action Grievance Procedure

In general, due process requires THA to provide Tenants with an opportunity to use this Grievance Procedure prior to THA's implementation of an adverse action that triggers the right to the process. In most cases, THA will not implement the adverse action until the time for the Tenant to request a Grievance hearing has expired and (if the Tenant timely requests by the Tenant) the Grievance process has been completed.

However, the United States Supreme Court has held that where there are "extraordinary circumstances" (an emergency) public benefits may be terminated prior to an opportunity to contest the decision. In general, extraordinary circumstances may exist if the adverse action is (1) necessary to secure an important governmental or general public interest; (2) there is a special need for very prompt action; and (3) the prompt action is taken under standards narrowly drafted to justify a particular instance. This policy is intended to set forth such standards.

It is THA's policy that a Tenant's criminal drug activity or other criminal conduct may in unusual situations constitute an extraordinary circumstance warranting THA's termination of the Tenant's housing benefits prior to the completion of the Grievance Procedure. A suspicion a Tenant has engaged in criminal drug activity or other criminal conduct will not in and of itself be an "extraordinary circumstance."

Among the factors THA will consider to determine whether extraordinary circumstances exist are: (1) the nature of the alleged drug use or other criminal conduct; (2) strength of the evidence establishing the Tenant's responsibility for such conduct; (3) the risk to other Tenants, THA staff or its portfolio arising from the conduct and from the Tenant's continuation of housing benefits; (4) whether the Tenant was arrested and/or charged with criminal conduct; and (5) other individually appropriate considerations. The decision to employ this exception and terminate a Tenant's housing benefits prior to hearing can only be made by the Housing Authority's Executive Director or his designee.

In such extraordinary circumstances, THA may implement an adverse action before the Tenant has the right to request or use this Grievance Procedure. In those cases, THA will provide the Tenant with this Grievance Procedure as soon as the extraordinary circumstances permit.

The notice of proposed adverse action will inform the Tenant of the right to request a Grievance hearing and whether the procedure will be available pre or post implementation of the adverse action.

18.11 No Waiver of Judicial Review

A decision pursuant to this Section 17 that denies the relief requested by the Tenant in whole or in part will not constitute a waiver of any rights the Tenant has to an action in court or to any judicial review.

18.12 Process for changing grievance procedure

From time to time it may be necessary to change the Grievance Procedures, whether by federal regulatory requirement or by THA determination that a change is necessary or useful. When that happens, THA afford each Tenant and Resident Organization the right to comment. THA will give the Tenants and the Resident Organizations thirty (30) days' notice setting forth proposed changes and offer them an opportunity to present written comment. THA will consider all comments before making any changes.