



ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) FOR PUBLIC HOUSING

Beaver Housing Authority

Approved by:

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Table of Contents

INTRODUCTION	1
<i>The Purpose of the Admissions and Continuous Occupancy Policy (ACOP) FOR PUBLIC HOUSING.....</i>	<i>1</i>
<i>Fair Housing and Non-Discrimination</i>	<i>1</i>
<i>Reasonable Accommodation</i>	<i>2</i>
<i>Updating and Revising the ACOP</i>	<i>4</i>
CHAPTER 1: ELIGIBILITY, SCREENING AND ELIGIBILITY VERIFICATION	
REQUIREMENTS	5
1.1 Family Eligibility for Admission	5
1.2 Family Consent To Release Information.....	9
1.3 Methods Of Verification	10
1.4 Applicant Screening	11
1.5 Applicant Communication and Notification.....	14
CHAPTER 2: WAITING LIST AND TENANT SELECTION	17
2.1 Establishing the Waiting List.....	17
2.2 Maintaining the Waiting List	18
2.3 Verifying Eligibility	22
2.4 Final Eligibility Determination.....	23
CHAPTER 3: LEASE REQUIREMENTS	24
3.1 Pre-Leasing Activities and Leasing Orientation.....	24
3.2 Execution of Lease.....	26
3.3 Security Deposits.....	27
3.4 Rent Payments	28
3.5 Late Fees and Non-Payment of Rent.....	29
3.6 Maintenance and Damage Charges	29
3.7 Modifications to the Lease.....	29
3.8 Lease Terminations	30
CHAPTER 4: INCOME, ASSETS AND RENT DETERMINATIONS	36
4.1 Household Characteristics.....	36
4.2 Determining Household Income.....	38
4.3 Exclusions to Annual Income.....	39
4.4 Anticipated Annual Income.....	42
4.5 Tracking Business income	43
4.6 Assets	44

4.7 Lump Sum Receipts	47
4.8 Deductions	48
4.9 Rent Determination.....	53
CHAPTER 5: REEXAMINATIONS AND CONTINUED OCCUPANCY	57
5.1 Scheduling and Notification	57
5.2 Conducting Reexaminations	58
5.3 Rent Changes and Other Adjustments to Tenant Status	60
5.4 Interim Reexaminations and Streamlined Income Determination for Fixed Income.....	61
5.5 Use of Enterprise Income Verification (EIV)	63
5.6 Use of Third-Party Verification and Other Verification	64
5.6 Over-Income Determination	66
CHAPTER 6: INSPECTIONS.....	68
6.1 PHA-Conducted Inspections	68
6.2 NSPIRE HUD Inspections	70
CHAPTER 7: TRANSFERS	71
7.1 Transfer List and Priorities	71
7.2 Different Types of Transfers.....	71
7.3 Transfer Requests and Processes.....	73
7.4 Unit Acceptance or Refusal.....	75
7.5 Transfer Costs	76
CHAPTER 8: COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS	77
8.1 Requirements	77
8.2 Exemptions from the CSSR	78
8.3 Eligible Community Service Activities.....	79
8.4 Eligible Economic Self-Sufficiency Programs.....	80
8.5 Determining Compliance and Non-Compliance	80
CHAPTER 9: PET POLICY	84
9.1 Service and Assistance Animal Exclusion	84
9.2 Definition of Common Household Pet, Prohibited Animals & Type and Number of Pets	85
9.3 Registration of Pets, General Rules & Registration for All Development Types	86
9.4 Pet Restraint and Area Restrictions	87
9.5 Sanitary Standards.....	88
9.6 Financial Obligation	89
9.7 Nuisance or Threat to Health or Safety.....	89
9.8 Pet Rule Violation Procedures.....	90
CHAPTER 10: TENANT GRIEVANCE PROCEDURES	91
10.1 Informal Settlement	91
10.2 Grievance Hearing Requests and Procedures	91
10.3 Tenant Rights	93

10.4 Reasonable Accommodations for Persons with Disabilities and Limited English Proficiency.....	93
10.5 Decision of the Hearing Officer	93
CHAPTER 11: RECORD KEEPING AND REPORTING.....	95
11.1 Record Retention.....	95
11.2 Record Management	95
11.3 Blood Lead Level Reporting Requirements.....	96
11.4 Violence Against Women Act (VAWA): Documentation, Notification, Reporting, Recording	96
ACRONYMS.....	99
RESOURCES	102
HOTMA ADDITIONS	104

Introduction

THE PURPOSE OF THE ADMISSIONS AND CONTINUOUS OCCUPANCY POLICY (ACOP) FOR PUBLIC HOUSING

The ACOP is the PHA's written statement of policies applicable to the Low-Income Public Housing Program (LIPH) in accordance with federal law and regulations, and HUD requirements and the agency's PHA Plan. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The policies in this ACOP are designed to ensure compliance with all HUD required regulations and statutes as well as the PHA's Annual Contributions Contract (ACC) with HUD and all HUD-approved applications for program funding. The PHA is responsible for complying with any changes in HUD regulations that may require an update to these policies. If such changes conflict with this policy, HUD regulations will have precedence.

The PHA will revise this ACOP as needed and any changes will be approved by the Board of Commissioners and included in the PHA Plan and a copy provided to HUD and staff will ensure implemented accordingly.

Below is the list of applicable federal regulations:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 35: Lead-Based Paint

24 CFR Part 100: The Fair Housing Act

24 CFR Part 902: Public Housing Assessment System

24 CFR Part 903: Public Housing Agency Plans

24 CFR Part 945: Designated Housing

24 CFR Part 960: Admission and Occupancy Policies

24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions

24 CFR Part 966: Lease and Grievance Procedures

FAIR HOUSING AND NON-DISCRIMINATION

It is the policy of the Beaver Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

Title VI of the Civil Rights Act of 1964

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

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

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

The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20

The Violence against Women Act of 2013 (VAWA)

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status¹, age, or disability (“protected classes”)² be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Beaver Housing Authority's programs.

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

REASONABLE ACCOMMODATION

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services, which may mean that they require a “reasonable accommodation” in order to do so. However, this accommodation does not confer special treatment or provide an advantage for the disabled person of that of a non-disabled person, therefore enabling them to access the PHA's services sooner or more easily than another.

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)]. Because disabilities are not always apparent, the Beaver Housing Authority must ensure that all applicants/tenants are aware of their rights to request reasonable accommodations.

¹ Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

² Protected classes, in this case also includes on the basis of marital status, gender identity or sexual orientation. (FR Notice 02/02/12)

Requests and Approvals of Reasonable Accommodations

Requests for accommodations must be assessed on a case-by-case basis to determine if there is undue financial or administrative burden on the PHA. This is based on the size of the PHA program, number of employees, budget, number of units, cost of the accommodation requested, the availability of alternative accommodations that would effectively meet the family's disability-related needs, etc.

The PHA must approve a request for an accommodation if the following three conditions are met.

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

There is a disability-related need for the accommodation.

The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

PHAs are also required to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services.

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

Notice PIH 2010-26

Section 504 of the Rehabilitation Act of 1973

The Americans with Disabilities Act of 1990

The Architectural Barriers Act of 1968

The Fair Housing Act of 1988

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

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

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

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

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

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances,

failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the Federal Register.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

UPDATING AND REVISING THE ACOP

The Beaver Housing Authority will review and update the ACOP as needed to reflect changes in HUD regulations, PHA operations, or when needed to ensure staff consistency in operation. The board of commissioners will approve any changes and they will be shared with the public for comment and included in the Agency Plan with a copy provided to HUD.

Chapter 1: Eligibility, Screening and Eligibility Verification Requirements

1.1 FAMILY ELIGIBILITY FOR ADMISSION

It is the Beaver Housing Authority's policy to admit eligible applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter.

Heads a household where at least one member of the household is either a citizen or eligible non-citizen.

Has an Annual Income at the time of admission that does not exceed the low-income limit for occupancy established by HUD and posted separately in the Beaver Housing Authority offices.

Provides a Social Security number for all family members asserting citizenship or eligible noncitizen status.

Meets Tenant Selection and Suitability Criteria as set forth in this policy.

Family Composition

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

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

Elderly, disabled, and displaced families are defined by HUD in 24 CFR § 5.403.

The term "Family" also includes, but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, near-elderly person, or any other single person. A single person may be an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5) (H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
2. A group of persons residing together and such group includes, but is not limited to:
 - a. 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). Unborn children and children in the process of being adopted are considered family members

for the purposes of bedroom size but not considered family members for determining income limits;

- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family, those that have been displaced by governmental action or whose dwelling has been extensively damaged or destroyed by disaster;
- f. The remaining member of a tenant family.

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

1. Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability.
2. Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age.
3. Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62.

Head of Household

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

Emancipated minors who qualify under State law will be recognized as head of household or co-head of household if there is a court order recognizing them as an emancipated minor.

Spouse, Co-Head, or Other Adult

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

Spouse means the marriage partner of the head of household. That includes the partner in a “common law” marriage or legal 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.

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.

Dependent

A dependent is a family member (which excludes foster children, foster adults, and live-in aides) 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.

Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income.

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 50 percent or more of the time.

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

Guests

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises.

The Beaver Housing Authority requires that tenants notify the PHA when overnight guests are staying in the unit for more than three days and obtain written PHA approval. A guest may remain in the unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during a 12-month period. A family may request an exception to this policy in writing for good cause.

Live-in Aide

Due to the size of the public housing units available at Beaver Housing Authority and the requirement that Live-in Aides maintain a separate bedroom from the person for whom they are providing care, the BHA cannot accommodate Live-in aides within their public housing units.

Income Limits

Income eligibility for the public housing program is based on the total anticipated income from all sources received by any family member 18 years of age or older. Income limits are determined by HUD and subject to periodic change. The Beaver Housing Authority shall use income guidelines provided by HUD to determine program eligibility for the public housing program. These income guidelines will be posted at all times at the Beaver Housing Authority's management offices. The family income cannot exceed 80 percent of the median income for the area.

At least 40 percent of the families admitted from the PHA waiting list to the public housing program during a PHA fiscal year must be *extremely low-income* families (at 30% of the median income for the area).

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

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

- Ten percent of public housing waiting list admissions during the PHA fiscal year
- Ten percent of waiting list admission to the PHA's housing choice voucher program during the PHA fiscal year
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

Citizenship Status

Citizenship/Eligible Immigration 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 who have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

Beaver Housing Authority will notify all applicants of the requirement to submit evidence of their citizenship status for each family member when applying for housing. Where feasible, the notice must be in a language that is understood by applicants not proficient in English.

The Authority requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. The declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. No declaration is required for live-in aides, foster children, or foster adults. No declaration is required for those that contend they do not have eligible status, but they will be considered ineligible noncitizens.

Mixed Families

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

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

Ineligible Families

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

If it is determined that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the Beaver Housing Authority.

The informal hearing with the Beaver Housing Authority may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. 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.

Other Verification Requirements

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. If a child under age six has been added to an applicant family within the six months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission. The Authority will deny assistance if a family does not meet the SSN disclosure and documentation requirements.

The Beaver Housing Authority will verify all other information that is used to establish the family's eligibility and level of assistance and will obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The Beaver Housing Authority will not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in Notice PIH 2018-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary Beaver Housing Authority policies.

1.2 FAMILY CONSENT TO RELEASE INFORMATION

All families must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information in accordance with 24 CFR § 960.259(a)(1).

Consent Forms

It is required that all adult applicants/tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the Beaver Housing Authority may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security

Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, the Beaver Housing Authority must deny admission to applicants and terminate the lease of tenants. Beaver Housing Authority has also established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will also result in denial of admission.

1.3 METHODS OF VERIFICATION

HUD mandates the use of the EIV system, offers administrative guidance on the use of other methods to verify family information, and specifies the circumstances in which each method will be used. The Beaver Housing Authority will use the most reliable form of verification that is available and will document the reasons when the Beaver Housing Authority uses a lesser form of verification. PHAs are required to verify income eligibility therefore, families must be able to provide some form of verification.

In order of priority, the forms of verification that the Beaver Housing Authority will use are:

Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system.

Written Third-Party Verification (may be provided by applicant or resident).

Written Third-Party Verification Form.

If and only if, the Beaver Housing Authority is unable to verify income using EIV or UIV and the applicant is unable to provide any third-party verification, due to homelessness or other similar circumstances will BHA consider oral third-party verification or self-certification on an extremely limited case by case basis when zero income is claimed and all other attempts have been exhausted.

Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 90 days of the date they are provided to the Beaver Housing Authority. The documents must not be damaged, altered or in any way illegible. Print-outs from web pages are considered original documents.

The Beaver Housing Authority staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

File Documentation

The Beaver Housing Authority will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the Beaver Housing Authority has followed all of the verification policies set forth in this ACOP. The

record will be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The Beaver Housing Authority will document, in the family file, the following:

Reported family annual income.

Value of assets.

Expenses related to deductions from annual income.

Other factors influencing the adjusted income or income-based rent determination.

1.4 APPLICANT SCREENING

The Beaver Housing Authority will screen all families seeking admission to its public housing developments for suitability based on predetermined screening criteria. The Beaver Housing Authority will consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

Screening Criteria

The Beaver Housing Authority will consider the family's history with respect to the following factors:

Payment of rent.

Caring for a unit and premises.

Criminal activity that is a threat to the health, safety, or welfare of others.

Behavior of all household members as related to the grounds for denial as detailed in this policy, including lease compliance.

Determining Suitability

When unfavorable information is received, the Beaver Housing Authority will consider the time, nature, and extent of the applicant's and family members' conduct as required by 24 CFR § 960.203(d).

If a family member, other than the head of household, is not eligible for admission due to criminal activity or other ineligible activity stated in the Screening Criteria, the remaining family member may be offered housing provided the ineligible individual is excluded. In this instance such individual will be removed from the housing application.

Past Performance in Meeting Financial Obligations, Especially Rent

PHA and landlord references for the past two (2) years, gathering information about past performance meeting rental obligations such as rent payment record and lease termination for non-payment, tenant damage to the unit, housekeeping, and whether utilities were ever disconnected in the unit.

Screening for Drug Related and Other Criminal Activity

Beaver Housing Authority will screen all household members 18 years and older for criminal or drug related activity prior to admission. Necessary criminal history background checks will be performed in through local law enforcement for every adult household member. If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC)

Using criminal screening and conviction records, Beaver Housing Authority will screen all household members for the following activity within the past three (3) years:

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 welfare of other tenants [24 CFR § 960.203(c)(3)].

Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.

If any household member is currently engaged in or has engaged in any of the criminal activities listed above, within the past three (3) years, that household member(s) may be denied admission. Remaining members of the applicant household will not be affected by the denial provided a member is eligible for and capable of assuming the role as head of household.

Before the Beaver Housing Authority denies admission to the public housing program on the basis of a criminal record, the household will be notified of the proposed action and will be provided the opportunity to dispute the accuracy or relevance of the criminal conduct. During the review the PHA will consider the time, nature, and extent of criminal conduct when considering reinstatement of eligibility for admission.

The PHA will perform criminal background checks through local law enforcement for all adult household members. The PHA will also use the Dru Sjodin National Sex Offender database to screen applicants for admission.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

Permanent Prohibitions

HUD requires that the Beaver Housing Authority permanently prohibit admission to the Public Housing program for:

Individuals found to have manufactured or produced methamphetamine on the premises of federally assisted housing (24 CFR § 960.204); and

Individuals subject to a lifetime registration requirement under a State sex offender registration program (24 CFR § 960.204)

HUD also requires that the Beaver Housing Authority deny admission to families who have been evicted from federally assisted housing for drug-related criminal activity within the past three (3) years, unless the Beaver Housing Authority determines that the evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Beaver Housing Authority, or the circumstances leading to the eviction no longer exist (e.g., the household member with the criminal history has died or is imprisoned).

Previous Behaviors

The Beaver Housing Authority will deny admission to an applicant family if the PHA determines that the family:

Has a pattern of unsuitable past performance in meeting financial obligations, including rent, within the past two (2) years.

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three (3) years which may adversely affect the health, safety, or welfare of other tenants.

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program over the past two (2) years. All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations, and the Authority will search EIV for these debts.

Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

There are two circumstances under which a family is ineligible for the program based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed the HUD-published asset limitation amount (adjusted annually by HUD).

- This amount is listed in HUD's current year Inflation-Adjusted Values tables
- \$100,000 for 2024, \$103,200 for 2025

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property;
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

The PHA does not have the discretion not to enforce or provide limited enforcement of the asset limitation at admission. However, the real property restriction does not apply in specific set circumstances in accordance with HUD regulations.

1.5 APPLICANT COMMUNICATION AND NOTIFICATION

Eligibility for Placement on the Waiting List

The Beaver Housing Authority will send written notification of the preliminary eligibility determination within 10 business days of receiving a completed application. Applicants will be placed on the waiting list according to the PHA preference and date and time their complete application is received by the Beaver Housing Authority.

Ineligibility for Placement on the Waiting List

If the Beaver Housing Authority determines from the information provided that a family is ineligible, the family will not be placed on the waiting list. When a family is determined to be ineligible, the Beaver Housing Authority will send written notification of the ineligibility determination within 10 business days of receipt of the completed application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal hearing and explain the process for doing so.

Denial of Assistance

Evidence

The Beaver Housing Authority will use the preponderance of the evidence as the standard for making all admission decisions. 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.

Consideration of Circumstances

The Beaver Housing Authority will consider the following factors prior to making its decision:

The seriousness of the case, 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 length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

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.

The PHA 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. The Beaver Housing Authority will admit an otherwise-eligible family who was evicted from federally assisted housing within the past three (3) years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime is no longer living in the household.

Notice of Eligibility or Denial

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the Beaver Housing Authority will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information.

Prohibition Against Denial Of Assistance To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

The Violence Against Women Act (VAWA) and the HUD regulation at 24 CFR § 5.2005(b) prohibit PHAs 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, sexual assault, or stalking.

The Beaver Housing Authority must provide all applicants and tenants with information about VAWA at the time of admission and at annual reexamination. This will include the Notice of Occupancy Rights Under the Violence Against Women Act, as well as a certification form, form HUD-5382, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking, per 24 CFR § 5.2005(a). The AGENCY will also include such information in all lease termination notices.

The Beaver Housing Authority acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment that would warrant denial under the PHA's policies), and such adverse factors may be direct results of domestic violence, dating violence, sexual assault, or stalking.

If the Beaver Housing Authority makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with the provisions of the Act as well as including a copy of the form HUD-5382.

The PHA will request that an applicant wishing to claim this protection notify the PHA within 14 business days.

Third Party Documentation: The Beaver Housing Authority may not require third-party documentation in addition to form HUD-5382, except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation. See the Violence Against Women Act (VAWA), Notice PIH2017-08 (HA), and any revised/renewed Notices or reauthorizations.

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The Beaver Housing Authority may, at its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

Conflicting Documentation: If presented with conflicting certification documents (two or more forms HUD5382) from members of the same household, the Beaver Housing Authority will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR § 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

Chapter 2: Waiting List and Tenant Selection

This chapter lays out applicants will be placed on the waiting list and in what priority applicants will be screened and offered housing. This policy will be applied to all interested households that apply for public housing and for all new applicants selected from any Beaver Housing Authority waiting list. Beaver Housing Authority will follow the policies outlined below in selecting applicants unless otherwise directed by court orders or consent decrees. This chapter of the ACOP explains the Beaver Housing Authority's waiting list and tenant selection policies and constitutes the agency's tenant selection and assignment plan.

2.1 ESTABLISHING THE WAITING LIST

The Beaver Housing Authority will administer its waiting list as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

Completed applications must be returned to the PHA main office by mail, email or in person during normal business hours and will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the application.

The application will be a permanent file.

Applications date and time stamped and maintained by date and time sequence.

Local residency preference

All applicants must meet applicable income eligibility requirements as established by HUD.

Families may obtain application forms from the PHA's office during normal business hours. Families may also request – by telephone, mail, or email – that an application form be sent to the family via first class mail or via email.

Applications must be filled out completely in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required, as long as an accurate phone number, email and/or mailing address is provided in legible writing.

The Beaver Housing Authority does not maintain site-based waiting lists. The Beaver Housing Authority maintains one single community-wide waiting list for its developments. Within the list, the Beaver Housing Authority will designate subparts to easily identify who should be offered the next available unit (i.e., mixed populations, general occupancy, unit size, and accessible units).

The Beaver Housing Authority will not merge the public housing waiting list with the waiting list for any other program the PHA operates.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the Beaver Housing Authority will verify/determine eligibility and suitability for admission to the program.

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

Name and Social Security number of head of household

Number of family members)

Amount and source of annual income

Accessibility requirement, if any

Date and time of application or application number

Household type (family, elderly, disabled)

Race and ethnicity of the head of household

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information, such as their family size and self-reported income. This first phase results in the family's placement on the waiting list. Upon receipt of the family's pre-application, the Beaver Housing Authority will make a preliminary determination of eligibility. The Beaver Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Beaver Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. If, the Beaver Housing Authority has wait list has a wait time of less than 60 days, the family will proceed immediately into the second phase and refer to the section below entitled Selecting Applicants From the Waiting List. If the wait time is more than 60 days, applicants will just be notified of their placement on the wait list and await further notification once they get closer to the top based on the availability of a unit.

Under the two-phase application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the eligibility – basic background check, income, family size, address/work location – and determine placement on the waiting list. Then the family will be required to provide all the necessary eligibility information once they selected from the waiting list.

2.2 MAINTAINING THE WAITING LIST

Reporting Changes in Family Composition

While the family is on the waiting list, the family must inform Beaver Housing Authority of changes in family size or composition, contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing to Beaver Housing Authority in person, by mail or by electronic methods such as email or updating via the agency website portal.

Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly and they will be informed in writing of how the change in status has affected their position on the waiting list.

Purging the Waiting List

Beaver Housing Authority will update its waiting list annually or as needed to ensure that all applicant information is current and timely.

To update the waiting list, Beaver Housing Authority will send an update request via mail and other methods as able, to each family on the waiting list on an annual basis, to determine their desire to remain on the waiting list. This update request will be sent to the last address that the Beaver Housing Authority has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax to the Beaver Housing Authority.

Responses should be postmarked or received by Beaver Housing Authority not later than fifteen (15) business days from the date of the Beaver Housing Authority letter.

If the family fails to respond within fifteen (15) business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have fifteen (15) business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the Beaver Housing Authority from making an eligibility determination; therefore, no informal hearing is required.

If a family is removed from the waiting list for failure to respond, Beaver Housing Authority may reinstate the family if the lack of response was due to Beaver Housing Authority error, or to circumstances beyond the family's control.

Beaver Housing Authority will reinstate an applicant to its former position on the waiting list if the family was removed from the waiting list due to the family's failure to respond to the Beaver Housing Authority's request for information or updates and that failure was related to a family member's disability or was on the basis or as a direct result of status as a victim of domestic violence, dating violence, sexual assault, or stalking, including an adverse factor resulting from such abuse (24 CFR part 100, 24 CFR part 8; 28 CFR part 35).

Removal from the Waiting List

The Beaver Housing Authority will remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required.

If the Beaver Housing Authority determines that the family is not eligible for admission at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because the Beaver Housing Authority has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding the Beaver Housing Authority's decision (24 CFR § 960.208(a)).

Opening and Closing the Waiting List

Closing the Waiting List

The Beaver Housing Authority, at its discretion, may close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants.

Opening the Waiting List

The Beaver Housing Authority will announce the reopening of the waiting list at least ten (10) business days prior to the date applications will first be accepted. The notice will specify where, when, and how applications are to be received.

The Beaver Housing Authority will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

Beaver County Journal (Newspaper)

Beaver Housing Authority website (www.beaverhousingauthority.org)

The notice will contain:

The dates, times, and the locations where families may apply.

The system of waiting list (single) offered by Beaver Housing Authority.

The programs for which applications will be taken.

A brief description of the program.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

Limitations, if any, on who may apply.

The date application intake will be suspended.

The notices will be made in an accessible format and provided as requested in accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) regulations. Beaver Housing Authority will furnish appropriate auxiliary aids and services where necessary to afford individuals with hearing and vision impairments an equal opportunity to access the notices. Notices will be made available in accessible formats for individuals with limited English proficiency, in accordance with HUD's

Limited English Proficiency Guidance and 72 Fed. Reg. 2732. Notices will provide potential applicants with information that includes Beaver Housing Authority's address and telephone number, how to submit an application, information on eligibility requirements, a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application.

Selecting Applicants from the Waiting List

The Beaver Housing Authority will use the methods described herein to select applicants for unit placement in its public housing developments. BHA has adopted a local residency preference, giving priority to serving families that currently work or live or both within Beaver County. Families will be selected from the waiting list based on the local residency preference and then a first-come, first-served basis according to the date and time their complete application is received by Beaver Housing Authority.

When selecting applicants from the waiting list, the Beaver Housing Authority will also take into consideration any accessibility features that may be applicable to the applicants on the waiting list as well.

HUD requires that extremely low-income (ELI) families make up at least 40 percent of the families admitted to public housing during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income. To ensure this requirement is met, the Beaver Housing Authority may have to skip over a non-ELI family on the waiting list in order to select an ELI family to meet its annual goals. However, we will attempt to do so in as uniform and non-discriminating manner as possible.

The Beaver Housing Authority will affirmatively market our housing to all eligible income groups within the 80% of median income ceiling or less and they will not be steered toward one property over another. Likewise, prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of the properties, the income levels of the census tracts of where our properties are located and income levels of the families on our waiting list to see if we will need to skip over any families in the coming year when pulling names from the waiting list.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application. Factors such as deconcentration (or income mixing) and income targeting will also be considered in accordance with HUD requirements and Beaver Housing Authority policy.

Notification of Selection

When a family appears to be within 60 days of being offered a unit, the Beaver Housing Authority will notify the family by telephone/text and email, as available and first class mail, when it is selected from the waiting list. The notice will inform the family 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 must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Documents that must be provided at the interview to document eligibility for a preference, if applicable

Other documents and information that should be brought to the interview

If a notification letter is returned to the Beaver Housing Authority with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the Beaver Housing Authority from making an eligibility determination; therefore, no informal hearing will be offered.

2.3 VERIFYING ELIGIBILITY

Families selected from the waiting list are required to participate in an eligibility interview/orientation/briefing.

The head of household and the spouse will be strongly encouraged to attend the interview together. However, either the head of household or the spouse may attend the interview on behalf of the family.

The interview will be conducted only if the head of household or spouse provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

Pending disclosure and documentation of Social Security numbers, the Beaver Housing Authority will allow the family to retain its place on the waiting list. If not all household members have disclosed their SSNs at the next time a unit becomes available, the Beaver Housing Authority will offer a unit to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, the Beaver Housing Authority will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within ten (10) business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial.

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, the Beaver Housing Authority will utilize staff with bilingual skills, Google Translate or family members to translate. To ensure effective communication with persons with disabilities in the interview process, Beaver Housing Authority will furnish appropriate auxiliary aids and services where necessary to afford

individuals with hearing and vision impairments an equal opportunity to access and participate in the program. Beaver Housing Authority will provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, accessible online formats, and assistive listening devices.

If the family is unable to attend a scheduled interview, the family should contact the Beaver Housing Authority in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, the Beaver Housing Authority will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without Beaver Housing Authority approval will have their applications made inactive based on the family's failure to supply information needed to determine eligibility. The second appointment letter will state that failure to appear for the appointment without a request to reschedule will be interpreted to mean that the family is no longer interested, and their application will be made inactive. Such failure to act on the part of the applicant prevents the Beaver Housing Authority from making an eligibility determination; therefore, the Beaver Housing Authority will not offer an informal hearing.

2.4 FINAL ELIGIBILITY DETERMINATION

The Beaver Housing Authority will notify a family in writing of their eligibility within ten (10) business days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

The Beaver Housing Authority will expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another Beaver Housing Authority program.

If the Beaver Housing Authority determines that the family is ineligible, the Beaver Housing Authority 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.

If Beaver Housing Authority intends to use criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information.

The Beaver Housing Authority must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act of 2013, at the time the applicant is provided assistance or at the time the applicant is denied assistance. The notice and self-certification form must accompany the written notification of eligibility determination. This notice must be provided in both of the following instances: (1) when a family actually begins receiving assistance (lease execution) and is notified of its eligibility; or (2) when a family is notified of its ineligibility.

Chapter 3: Lease Requirements

3.1 PRE-LEASING ACTIVITIES AND LEASING ORIENTATION

Public Posting of Information

Beaver Housing Authority will post a copy of the schedules of special charges and PHA rules and regulations. The documents will be posted in the central office. In addition, the documents will be posted on the Beaver Housing Authority website. The following schedules and reference documents will be posted by the Beaver Housing Authority for residents to access:

Grievance procedures

Rules adopted and implemented by the PHA for the benefit and well-being of the housing project and the tenants (e.g., house rules)

Schedules of maintenance service charges and repairs, if used to determine charges to tenants (e.g., lockout charges, maintenance charges)

Pet ownership rules

The Admissions and Continued Occupancy Policy (ACOP) document

Any other documents provided at PHA discretion

Determining Unit Size

In selecting a family to occupy a unit, the Beaver Housing Authority will match characteristics of the family with the type of unit available, following these guidelines:

- One bedroom for up to two persons within the household

Unit Offers

Beaver Housing Authority will offer qualified applicants the first unit of the appropriate size that becomes available. Applicants must accept or refuse the unit offer within 5 business days of the day the unit is offered. An elderly or disabled family may decline the offer for “good cause” without an adverse impact on their place on the waiting list, however, the request must be documented in writing by the applicant family. “Good cause” includes situations in which an applicant is willing to move but is unable to do so at the time of the offer or can prove undue hardship by doing so.

When there are no residents or applicant families requiring accessible units, the PHA will offer the unit to a non-disabled applicant, but with the understanding that they will be required to move within 30 days of notification of an available appropriately sized non-accessible unit, if an eligible disabled family requires the accessible unit.

Leasing Orientation

It is Beaver Housing Authority’s policy that all units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD’s regulations. This ACOP Chapter describes pre-leasing activities and

Beaver Housing Authority's policies pertaining to Lease execution, security deposits, other charges, and additions to the Lease.

After unit acceptance but prior to occupancy, a Beaver Housing Authority representative will conduct a lease orientation with the family. The head of household or spouse is required to attend prior to signing of the lease.

When families attend the lease orientation, they will be provided with:

A copy of the lease

A copy of the Beaver Housing Authority's grievance procedure

A copy of the house rules

The request of Reasonable Accommodation Form

A copy of the pamphlet Protect Your Family from Lead in Your Home

A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19

Information and Notice of Occupancy Rights for the protections afforded by the Violence Against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking

A copy of the form HUD-5380 Notice of Occupancy Rights Under the Violence Against Women Act

A copy of form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

A copy of the PHA's smoke-free policy

A copy of the PHA's pet policy

A notice that includes the procedures for requesting relief and the PHA's criteria for granting requests for relief for excess utility surcharges a copy of the Community Service and Self-Sufficiency Requirement and a copy of the acknowledgement form

Topics to be discussed and explained to all families include:

Applicable deposits and all other charges

Review and explanation of lease provisions

Unit maintenance requests and work orders

The Beaver Housing Authority's interim reporting requirements

Review and explanation of occupancy forms

Community Service and Self-Sufficiency Requirements (CSSR)

Family choice of rent including information on minimum rent and hardship requests

VAWA protections

Smoke-free policies

Once all of these topics and documents are explained in detail the applicant will sign a certification that they have received these documents and reviewed them with Housing Authority personnel. The certification will be filed in the tenant file.

3.2 EXECUTION OF LEASE

The initial term of the Lease will be for 12 months. The Lease will renew automatically for 12-month terms, except for noncompliance with any section of the Lease requirements.

The Lease shall be executed by the head of household, co-head, spouse, or designee and all adult family members and by an authorized representative of the Beaver Housing Authority, prior to admission. This and review of financial information is to be done privately.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the Lease. One executed copy of the Lease will be given to the tenant, and Beaver Housing Authority will retain one in the tenant's file. The Lease document will reflect current Beaver Housing Authority policies as well as applicable Federal, State, and local law.

The Lease is incorporated into this policy by reference. The following provisions govern Lease execution and amendments:

A Lease is executed at the time of admission for all new tenants.

A new Lease is executed at the time of the transfer of a tenant from one housing development unit to another (with no change in anniversary date).

If, for any reason, the head of household ceases to be a member of the household, Beaver Housing Authority will consider executing a Lease with the remaining adult family member(s).

Lease signers must be persons legally eligible to execute contracts. The names, Social Security numbers, and date of birth of all household members are listed on the Lease at initial occupancy and on the Reexamination Form each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Whenever there is a change in the family composition, a Lease amendment will be executed.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by Beaver Housing Authority, which becomes an attachment to the Lease. Documentation will be included in the tenant file to support proper notice.

The lease must include a Lead Disclosure Addendum that is signed and dated by the Beaver Housing Authority, any leasing agent of the Beaver Housing Authority, and the tenant(s). The Lead Disclosure Lease Addendum must:

Contain the required Lead Warning Statement;

Disclose the presence of known lead-based paint and lead-based paint hazards;

Disclose whether the Beaver Housing Authority has records or reports that are being provided or that there are no records or reports to disclose;

Document the receipt by the tenant of the EPA pamphlet and of records and reports on lead-based paint and lead-based paint hazards; and

Include a statement that acknowledges that the tenant received the lead disclosure statement, including any records or reports, and the pamphlet and certifies the accuracy of these statements.

The lease, lease addendum, or tenant addendum must include the specific protections afforded to victims of domestic violence, dating violence, sexual assault, or stalking. This includes regulatory definitions, provisions regarding documenting Violence Against Women Act (VAWA) status and descriptions of the remedies available to victims of domestic violence, dating violence, sexual assault, or stalking as applicable to the Public Housing program, including emergency transfers.

One executed copy of the lease will be furnished to the head of household and the Beaver Housing Authority will retain the original executed lease in the tenant's file.

Lease Amendments for Family Composition Modifications

The lease will be amended to reflect all changes in family composition. If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and Beaver Housing Authority will be required to initial and date the change.

If a new household member is approved by the Beaver Housing Authority to reside in the unit, the person's name and birth date will be added to the lease. The head of household and Beaver Housing Authority will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease.

Policies governing when and how changes in family composition must be reported are contained in the Chapter on Reexaminations.

3.3 SECURITY DEPOSITS

Tenants must pay a security deposit to the Beaver Housing Authority at the time of admission. The amount of the security deposit is \$250, and must be paid in full prior to occupancy. The dollar amount of the security deposit is noted in the Lease.

The Beaver Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) monthly payments, with one third being paid in advance and the remaining balance paid

within the next two (2) consecutive months. This shall be at the sole discretion of Beaver Housing Authority and even in cases of hardship, the Beaver Housing Authority reserves the right to require a minimum security deposit amount, noted in the Lease, or extend the repayment period with prior approval. Any payment agreements for the Security Deposit are required to be approved by the Beaver Housing Authority prior to execution of the agreement.

The Beaver Housing Authority will hold the security deposit for the period the family occupies the unit. The Beaver Housing Authority will not use the security deposit for rent or other charges while the tenant is living in the unit.

Within 30 days of move-out, the Beaver Housing Authority will refund to the tenant the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The Beaver Housing Authority will provide the tenant with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the tenant disagrees with the amount charged, the Beaver Housing Authority will provide a meeting to discuss the charges. The meeting is offered outside of the agency's grievance process as the tenant is no longer considered a current tenant after they have moved out of the unit.

If the tenant transfers to another unit, the Beaver Housing Authority will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

3.4 RENT PAYMENTS

Families must pay the amount of the monthly tenant rent determined by the Beaver Housing Authority in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the Beaver Housing Authority must give written notice stating any change in the amount of tenant rent and when the change is effective.

The tenant rent is due and payable at the Beaver Housing Authority-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the Beaver Housing Authority will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease at least 30 days before the effective date.

3.5 LATE FEES AND NON-PAYMENT OF RENT

The tenant rent is due and payable on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. Rent is considered delinquent after the fifth day of the month.

If the tenant fails to pay their rent by the fifth day of the month, and the Beaver Housing Authority has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant for failure to pay rent, demanding payment in full or the surrender of the premises. The Notice to Vacate will give the tenant at least 14 days before the PHA takes action to terminate the lease unless an extended time period is mandated by HUD. During periods of national emergency when Federal emergency assistance is available to tenants, the Notice to Vacate may give tenants at least 30 days. All tenants will be notified when the longer notification timeframe is adopted.

In addition, if the tenant fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$20.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the Beaver Housing Authority may not take action for nonpayment of the fee until the conclusion of the grievance process. If the tenant can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the tenant. The fee will be due and payable 14 days after billing.

3.6 MAINTENANCE AND DAMAGE CHARGES

When applicable, families will be charged for maintenance and/or damages beyond normal wear and tear according to the Beaver Housing Authority's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of materials to make modest needed repairs due to tenant damages and cost of labor and materials when contractor repairs required.

Notices of maintenance and damage charges will be mailed monthly, as applicable and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the Beaver Housing Authority may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for termination.

3.7 MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the tenant and Beaver Housing Authority (24 CFR § 966.4(a)(3)). The Beaver Housing Authority must give tenants at least thirty (30)

days advance notice of the proposed changes and an opportunity to comment on the changes. The Beaver Housing Authority must also consider any comments before formally adopting a new lease.

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy (24 CFR § 966.4(l)(2)(iii)(E)).

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30-day timeframe, the family's tenancy will be terminated for other good cause in accordance with the Beaver Housing Authority lease termination policies.

When the Beaver Housing Authority proposes to modify or revise schedules of special charges or rules and regulations, the Beaver Housing Authority will post a copy of the notice in the central office and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

3.8 LEASE TERMINATIONS

Termination by Tenant

The tenant may terminate the Lease with the Beaver Housing Authority, by submitting a written 30-day advance notice as defined in the lease agreement. When a tenant must give less than 30 days' notice due to circumstances beyond their control the Beaver Housing Authority, at its discretion, may waive the 30-day requirement. The notice of lease termination must be signed by the head of household, spouse, or co-head of household. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period.

Termination by Beaver Housing Authority

Termination of tenancy will be in accordance with Beaver Housing Authority's Lease. All Beaver Housing Authority eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR § 5.105.

The PHA will immediately terminate the lease if it determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing or if it discovers that a member of the household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted. The Beaver Housing Authority will offer the family the opportunity to remove the ineligible family member from the household, but if they are unwilling to do so, their assistance will be terminated immediate and no grievance hearing will be offered.

In addition, the Lease may be terminated by Beaver Housing Authority at any time by giving written notice for serious or repeated violation of material terms of the Lease, such as, but not limited to the following:

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

Violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition as may be necessary for the Beaver Housing Authority to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size at Admission, Interim, Special or Annual Rent Reexaminations;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Failure to allow inspection of the unit;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in the Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by Beaver Housing Authority for the benefit and wellbeing of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Repeated failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner; Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;

The tenant, any member of the tenant's household, or a guest or other person under the Tenant's control engaging in criminal activity including drug-related criminal activity, on or off public housing premises (as defined in the Lease and this policy);

Alcohol and drug abuse that Beaver Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Failure of a non-exempt family member to comply with community service provisions, as grounds only for non-renewal of the Lease and termination of tenancy at the end of the 12-month lease term;

Discovery after admission of facts that make the tenant ineligible;

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

Failure to accept Beaver Housing Authority's offer of a Lease revision to an existing Lease that is on a form adopted by Beaver Housing Authority in accordance with HUD regulations, with written notice of

the offer of the revision at least 30 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family;

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Beaver Housing Authority that such a dwelling unit is available;

Not giving prompt notice to Beaver Housing Authority of tenant's leaving dwelling unit unoccupied for 30 days;

Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without prior written permission of the Housing Authority;

Maintaining unauthorized pets in violation of the Pet Ownership policies;

Tenants of the household and guests engaging in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees, or vendors. Failure to abide constitutes grounds for lease termination and eviction from the unit; or

Any other good cause set forth by the Lease.

Absence From a Unit

If the family will be absent from the unit for more than 30 calendar days, they must notify the PHA in writing within 10 business days of the start of the extended absence. If a family is absent from the public housing unit for more than 180 consecutive days, and they do not properly notify the PHA of the circumstances, the PHA will terminate the lease for other good cause.

Criteria for Terminating the Lease

The Beaver Housing Authority will use the preponderance of the evidence as the standard for making all termination decisions.

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.

Consideration of Circumstances

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, Beaver Housing Authority may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease. Such relevant circumstances can also be considered when terminating the lease for any other reason.

The Beaver Housing Authority will consider the following factors before deciding whether to terminate the lease for any of the HUD-required lease provisions or for any other reasons:

The seriousness of the offending action, especially with respect to how it would affect other residents.

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

The effects that the eviction will have on other family members who were not involved in the action or failure to act.

The effect on the community of the termination, or of the Beaver Housing Authority's failure to terminate the tenancy.

The effect of the Beaver Housing Authority's decision on the integrity of the Public Housing program.

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

The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.

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.

The successful completion of a supervised drug or alcohol rehabilitation program 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. For this purpose, the Beaver Housing Authority will require the tenant to submit evidence of the household member's successful completion of a supervised drug or alcohol rehabilitation program.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, in a manner compliant with resident medical privacy rights, the Beaver Housing Authority will determine whether the behavior is related to the disability. If so, upon the family's request, the Beaver Housing Authority will determine whether alternative measures are appropriate as a reasonable accommodation.

Provisions of VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

Alternatives to Termination of the Lease

Exclusion of Culpable Household Member

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

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit.

Repayment of Tenant Debt

Any amount owed to the Beaver Housing Authority by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, the Beaver Housing Authority will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Beaver Housing Authority will terminate the family's tenancy in accordance with the policies in this Chapter. The Beaver Housing Authority will also pursue other modes of collection.

General repayment guidelines include:

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

The minimum monthly payment amount will be the greater of: (1) the difference between 40 percent of the family's monthly adjusted income (MAI) and the TTP at the time the agreement is executed, or (2) twenty five dollars (\$25).

If a family can provide evidence satisfactory to the Beaver Housing Authority that a monthly payment amount of \$25 would impose an undue hardship, the Beaver Housing Authority may, in its sole discretion, require a lower monthly payment amount.

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

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

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

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 the Beaver Housing Authority, the Beaver Housing Authority will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the Beaver Housing Authority will terminate tenancy in accordance with the policies herein.

Late and missed payments constitute default of the repayment agreement. If a family receives three delinquency notices for non-payment in a 12-month period, the repayment agreement will be

considered in default, and the Beaver Housing Authority will terminate tenancy in accordance with the policies herein.

The Beaver Housing Authority 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 resident has committed fraud.

Chapter 4: Income, Assets and Rent Determinations

4.1 HOUSEHOLD CHARACTERISTICS

To determine annual income, the Beaver Housing Authority counts the income of all family members, except the types and sources of income that are specifically excluded in 24 CFR 5.609(b), to include imputed returns of an asset based on the current passbook savings rate. Once the annual income is determined, the Beaver Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment. All income is to be verified pursuant to the HUD verification hierarchy and this ACOP's verification requirement section. Beaver Housing Authority must use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses. The following sections describe how annual income is determined.

Summary of Income Included and Excluded by Family Member Type

Household Member Type	Earned Income (24 CFR 5.609(b)(1))	Asset Income (24 CFR 5.609(a)(4) and (b)(3))	Benefit Income (24 CFR 5.609(b)(5)-(6))	Regular Contributions or Gifts (24 CFR 5.609(b)(7))
Head, spouse, or co-head: Other adult family members	Included, other than what is excluded in 24 CFR 5.609.(a)	Included	Included	Included
Children under 18 years of age	Excluded	Included, other than what is excluded in 24 CFR 5.609.(b)	Included, other than what is excluded in 24 CFR 5.609.(b)	Included, other than what is excluded in 24 CFR 5.609.(b)
Full-time students 18 years of age or older (not head, spouse or co-head)	Included up to \$480. Beyond excluded. Include the entire amount if the income is less than \$480 annually or if the full-time student is a head, co-head or spouse	Included, other than what is excluded in 24 CFR 5.609.(b)	Included, other than what is excluded in 24 CFR 5.609.(b)	Included, other than what is excluded in 24 CFR 5.609.(b)
Live-in aides, foster child or foster adult	Excluded	Excluded	Excluded	Excluded

Temporarily Absent Family Members

Beaver Housing Authority will count the income of family members approved to live in the unit, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a public housing family member. With specific exceptions, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a public housing family member. Exceptions to this general policy are discussed below.

Absent Students

When a family member attends school away from home, that individual will continue to be considered a family member unless information becomes available to the Beaver Housing Authority indicating that the student has established a separate household or the family declares that the student has established a separate household. In the case of students living in off-campus student housing, this is not considered to be establishing a separate household.

Absences Due to Placement in Foster Care

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

Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be counted as a family member.

Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not counted as a public housing family member. If there is a question about the status of a family member, the Beaver Housing Authority will request verification from a licensed medical professional and will use this determination. If the responsible medical professional cannot provide a determination as to their status of being absent from the household for medical reasons, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be counted as a public housing family member.

Joint Custody of Children

Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or tenant family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim

them, the Beaver Housing Authority will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

4.2 DETERMINING HOUSEHOLD INCOME

Annual income includes but is not limited to (24 CFR §5.609):

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services anticipated for the upcoming 12-month period following a new admission or interim reexamination effective date. At reexamination, this amount can be based upon actual verifiable income from the prior year.
2. Income received as an independent contractor, day laborer or seasonal worker, even if it varies throughout the year.
3. The net income from operation of a business or profession, which allows for the removal of business expenses needed for business operations. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
4. Student financial assistance under Title IV of the HEA is excluded from the family income. Any other grant-in-aid, scholarship or other assistance, not otherwise excluded by the Federally mandated income exclusions is included in income.
5. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
6. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
7. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts that are regular. (See #14 under EXCLUSIONS TO ANNUAL INCOME for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income benefits.) If they are paid in a lump sum the PHA will try to annualize the amount for the applicable period of time.
8. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (See #4 under EXCLUSIONS TO ANNUAL INCOME concerning treatment of lump-sum additions as family assets.)

9. All welfare assistance payments, Temporary Assistance to Needy Families (TANF), or General Assistance received by or on behalf of any family member.
10. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
11. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See EXCLUSIONS TO ANNUAL INCOME concerning pay for exposure to hostile fire.)

4.3 EXCLUSIONS TO ANNUAL INCOME

To determine annual income, the Beaver Housing Authority counts the income of all family members, except the types and sources of income that are specifically excluded. Once the annual income is determined, the Beaver Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment. All income is to be verified pursuant to this ACOP's verification requirement section. The following sections describe how annual income is determined.

Annual income does not include the following:

1. Non-recurring income, from work on a discrete and singular date or event, that does not fall into the category of seasonal, day laborer or independent contractor.
2. Income from the employment of children (including foster children) under the age of 18 years.
3. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
4. Kinship Guardian Assistance Payments (Kin-GAP) and other similar guardianship payments are also excluded from annual income. These payments serve as an alternative to foster care and are now interpreted as equivalent to foster care payments [PIH-2012-1 (HA)].
5. Lump sum additions to family assets that are not likely to be repeated, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses. (See below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
7. Income of a live-in aide provided the person meets the definition of a live-in aide.
8. The full amount of student financial assistance paid directly to the student or the educational institution.
9. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
10. Civil rights settlements.
11. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD-funded training programs (e.g., Step-up program: excludes stipends, wages, transportation payments, childcare vouchers, etc. for the duration of the training).

- b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
- d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a Public Housing resident for performing a service for Beaver Housing Authority, on a part-time basis, that enhances the quality of life in Public Housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
- e. Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.

Earned Income Disallowance

The earned income disallowance (EID) promotes self-sufficiency for families in public housing by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the public housing program (not at admission). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

Employment of a family member who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families (24 CFR §5.603(b)).

New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A

of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of Income Disallowances

The Beaver Housing Authority defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID. The actual exclusion amount is based on an individualized calculation and is not standard across all participants.

First 12-Month Exclusion

During the first 12 months after the date when the resident qualified for the EID, the qualified family's rent will not increase because of the new earned income. Rent during this period will be based on the qualified family's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12 months after the date the resident qualified for the EID, the Beaver Housing Authority will exclude 50% of the increase in income. The resident's rent will increase by an amount equal to 50% of what the increase would be if not for the EID.

Lifetime Limitation

Residents are eligible for EID benefits for a maximum of 24 calendar-months. Even if the full 24 months of disallowance (12 months of 100% disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.

The disallowance periods only occur while the resident is employed. If the resident stops working for any reason, the disallowance stops and resumes when the resident goes back to work. Only one EID may be granted to a resident in a lifetime. Individual Savings Accounts

Individual Savings Accounts

The Beaver Housing Authority does not establish a system of individual savings accounts (ISAs) for families who qualify for the EID.

Tracking Earned Income Disallowance

The Beaver Housing Authority will report EID on the HUD 50058 form. Documentation will be included in the family's file. Documentation will include:

Date the increase in earned income was reported by the family.

Name of the family member whose earned income increased.

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income.

Amount of the increase in earned income (amount to be excluded).

Date the increase in income is first excluded from annual income.

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any).

Date the family member has received a total of 12 months of the initial exclusion.

Date the 12-month phase-in period began.

Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any).

Date the family member has received a total of 12 months of the phase-in exclusion.

Ending date of the maximum 24-month (two years) disallowance period from the date of the initial earned income disallowance.

The Beaver Housing Authority will maintain a tracking system to ensure correct application of the earned income disallowances.

4.4 ANTICIPATED ANNUAL INCOME

Beaver Housing Authority must use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses. Beaver Housing Authority is required to access the EIV system and obtain an Income Report for each household.

To verify income, Beaver Housing Authority will start with the highest level of four verification techniques. If the EIV Income Report does not contain any employment and income information for the family, then Beaver Housing Authority will attempt the next lower-level verification technique. The chart below dictates the verification technique hierarchy to be followed, starting with Level 1 and moving down to Level 4 as needed.

Level	Verification Technique	Mandatory or Optional	Description
1	Enterprise Income Verification (EIV)	Mandatory (i.e., must review EIV Income Report for all families when verifying income).	Includes wages, Social Security/SSI, unemployment. Cannot be used to calculate earned income.
2	Upfront Income Verification (UIV)	Optional	UIV sources are those that can be accessed directly by the PHA either online or via automated telephone system.

			There are paid services that provide wage information, like The Work Number. PHAs may also be able to access local and state government databases.
3	Written Third-Party Verification	Mandatory to supplement EIV reported income sources and for income sources not in EIV.	Third-party generated documents, e.g., paystubs, bank statement, print outs from online system, benefit letter. Must collect at least six consecutive paystubs for employment income (3 months).
4	Written Third-Party Verification Form	Mandatory if higher levels not available or unacceptable.	PHA sends form via e-mail, fax, or mail directly to third party (e.g., employer, bank) requesting information required to accurately calculate annual income.

When EIV is obtained and the family does not dispute the EIV employer data, the Beaver Housing Authority will use current tenant-provided documents to project annual income. The Beaver Housing Authority will obtain written and/or oral third-party verification in accordance with the hierarchy verification requirements and policies in this ACOP.

If and only if, the Beaver Housing Authority is unable to verify income using EIV or UIV and the applicant is unable to provide any third-party verification, due to homelessness or other similar circumstances will BHA consider oral third-party verification or self-certification on an extremely limited case by case basis when zero income is claimed and all other attempts have been exhausted.

When necessary, the Beaver Housing Authority will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the Beaver Housing Authority annualized projected income.

When the Beaver Housing Authority cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the Beaver Housing Authority will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the Beaver Housing Authority to show why the historic pattern does not represent the family's anticipated income.

4.5 TRACKING BUSINESS INCOME

Annual income includes “the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family (24 CFR § 5.609(b)(2)).”

Business Expenses

To determine business expenses that may be deducted from gross income, the Beaver Housing Authority will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion

Beaver Housing Authority cannot, in accordance with HUD regulation, deduct from gross income expenses for business expansion.

Withdrawal of Cash or Assets from a Business

Acceptable investments in a business include cash investments and contributions of assets or equipment. For example, if a member of a tenant family provided an up-front investment of \$2,000 to help a business get started, the Beaver Housing Authority will not count as income any withdrawals from the business up to the amount of this investment until the investment has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Business

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family’s share of the income is lower than its share of ownership, the family must document the reasons for the difference.

4.6 ASSETS

Beaver Housing Authority includes the anticipated “interest, dividends, and other net income of any kind from real or personal property” (24 CFR § 5.609(b)(3)) in the calculation of annual income.

This section discusses how the income from various types of assets is determined. For most types of assets, the Beaver Housing Authority must determine the value of the asset in order to compute income from the asset.

Types of Assets

The Beaver Housing Authority will consider the following assets, to which any member of the family has access, when determining income:

Checking and savings accounts

Investment accounts to include stocks, bonds, saving certificates, and Money Market Funds

Equity in real property or other capital investments

Revocable Trusts

Retirement accounts

Personal property held as an investment such as gems, jewelry, coin collections, etc.

Cash value of life insurance policies

Value of Assets and Asset Income

For families with net assets totaling \$5,000 or less, Beaver Housing Authority will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration. Beaver Housing Authority will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.³

When fully verifying assets, PHAs are required to obtain a minimum of one account statement to verify the balance of accounts and any interest accrued on the account, such as checking and savings accounts.

When a household has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by Beaver Housing Authority in accordance with HUD guidelines. The passbook rate is only used to determine the final asset income when the total cash value of all the family's assets is greater than \$5,000.

Beaver Housing Authority sets the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC). Beaver Housing Authority will review the passbook rate annually in accordance with HUD guidelines. The rate will not be adjusted unless the current Beaver Housing Authority rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

All assets are categorized as either *real property* (e.g., land, a home) or *personal property* (e.g., tangible items such as cars, boats, and intangible items, like bank accounts, CDs).

The value of necessary items of personal property is excluded from the calculation of net family assets, for instance, a car for commuting to work or medical devices. When the combined value of all non-necessary personal property does not exceed the HUD-published threshold amount (\$51,600 for 2025) they are excluded from net family assets.

³ Once HOTMA made fully compliant by HUD, the self-certification threshold increases to the HUD annually published threshold (\$51,600 in 2025) versus \$5,000.

Income from Assets

Annual income from assets includes interest, dividends, and net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for depreciation of assets used in a business or profession, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

The Beaver Housing Authority generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes Beaver Housing Authority to use other than current circumstances to anticipate income, when (1) an imminent change in circumstances is expected, (2) it is not feasible to anticipate a level of income over 12 months, or (3) the Beaver Housing Authority believes that past income is the best indicator of anticipated income.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the Beaver Housing Authority to show why the asset income determination does not represent the family's anticipated asset income.

Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the Beaver Housing Authority will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the Beaver Housing Authority will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the Beaver Housing Authority will prorate the asset evenly among all owners.

Disposing of Assets for Less Than Fair Market Value

Any business or household asset that was disposed of for less than fair market value during the two years prior to the effective date of admission or reexamination is considered an asset. This does not include assets divested in a foreclosure, bankruptcy, or in a divorce or separation settlement when the applicant or household received some important consideration not measurable in dollars.

Family Declaration

Families must sign a declaration form at admission and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The Beaver Housing Authority may verify the value of the assets disposed of if other information available to the Beaver Housing Authority does not appear to agree with the information reported by the family.

4.7 LUMP SUM RECEIPTS

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are considered assets, not income.

The specific types of lump-sum payments that are excluded from annual income include:

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

Lump-sum contributions: Lump-sum contributions to a household such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), and settlements for personal or property losses (except as provided under 24 CFR 5.609(b)(4)).

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment amount will be added to the household's file at the time of the interim. Then a calculation will determine how much of the lump-sum payment is considered income applicable to rent.

Beaver Housing Authority will determine the percent of the year remaining until the next annual reexamination as of the date of the interim (for example, three months is considered 25% of the year).

At the interim reexamination, the calculated amount of the lump sum (25% of the lump sum in this example) is added to the family's income.

At the next annual reexamination, Beaver Housing Authority will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual reexamination.

Retroactive Calculation Methodology

Beaver Housing Authority will go back to the date the lump-sum payment was received, or to the date of admission, whichever is sooner.

Beaver Housing Authority will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due Beaver Housing Authority.

At Beaver Housing Authority's option, Beaver Housing Authority may enter into a Repayment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

4.8 DEDUCTIONS

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family could qualify as well as other possible deductions to come to their adjusted income.

These five mandatory deductions include:⁴

- Dependent deduction - \$480 for each dependent
- Elderly or disabled family deduction - \$400.
- Unreimbursed health and medical care expenses for elderly or disabled families*
- Unreimbursed attendant care and/or apparatus expenses for disabled family members – if reasonable and needed*
- Childcare expenses for working families – if reasonable and unreimbursed otherwise*

* - to the extent that the sum of these three items exceeds 3% of the families annual income.

Verifying Mandatory Deductions

Dependent and Elderly/Disabled Household Deductions Beaver Housing Authority will verify that:

Any person under the age of 18 for whom the dependent deduction is claimed is not the head of household, spouse or co-head of the family and is not a foster child. \$480

Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide and is a person with a disability or a full-time student. \$525

The head, spouse, or co-head is 62 years of age or older or a person with disabilities. \$525

A. Medical Expense Deductions

For elderly and/or disabled households, unreimbursed, out-of-pocket medical expenses (including medical premiums) may be deducted to the extent that, in combination with any disability assistance expenses, they exceed 3% of annual income and are anticipated during the period for which annual income is calculated.

⁴ The Dependent deduction will be adjusted annually rounded to the lowest multiple of \$25; the Elderly/disabled family deduction will be \$525 adjusted annually, rounded to the lowest multiple of \$25 and the sum of the three items must now exceed 10% of the families annual income versus 3%, once the final HOTMA requirements go into affect.

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

Beaver Housing Authority will make a best effort to determine what expenses from the past are likely to continue to occur in the future. Beaver Housing Authority will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the PHA must verify that:

The household is eligible for the deduction.

The costs to be deducted are qualified medical expenses.

The expenses are not paid for or reimbursed by any other source.

Costs incurred in past years are counted only once.

B. Eligible Households

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62 or a person with disabilities. Beaver Housing Authority will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility, Screening and Verification section of this ACOP.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

Unreimbursed Expenses

To be eligible for the medical expense deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

When anticipated costs are related to ongoing payment of medical bills incurred in past years, Beaver Housing Authority will verify:

The anticipated repayment schedules.

The amounts paid in the past.

Whether the amounts to be repaid have been deducted from the family's annual income in past years.

C. Disability Assistance Expenses

For elderly and/or disabled households, unreimbursed, out-of-pocket medical expenses (including medical premiums) may be deducted to the extent that, in combination with any disability assistance expenses, they exceed 3% of annual income and are anticipated during the period for which annual income is calculated.

Attendant Care

Beaver Housing Authority will accept written third-party documents provided by the family.

If family-provided documents are not available, Beaver Housing Authority will provide a third-party verification form directly to the care provider requesting the needed information. Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, Beaver Housing Authority must verify that:

The family member for whom the expense is incurred is a person with disabilities.

The expense permits a family member, or members, to work.

The expense is not reimbursed from another source.

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. Beaver Housing Authority will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

Beaver Housing Authority will verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

Beaver Housing Authority will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. This documentation may be provided by the family.

If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

D. Child Care Expenses

The amount of the income deduction for childcare will be verified following the standard verification procedures herein. In addition, Beaver Housing Authority will verify that:

The child(ren) is/are being cared for is/are eligible (under the age of 13).

The costs claimed are not reimbursed.

The costs enable a family member(s) to work, actively seek work, or further their education.

The costs are for an allowable type of childcare.

The costs are reasonable and do not exceed the net amount of employment income if the care is to allow a family member(s) to work.

When childcare is necessary to permit employment, the amount deducted may not exceed the net amount of employment income included in annual income. When the childcare expense enables a family member to work, only one family member's income will be considered to determine the maximum allowable child care expenses. Beaver Housing Authority generally will limit the allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work. Beaver Housing Authority will review the request and make a determination about which family member's income is being considered based on the information presented by the family.

Further detail about each component of the child care expense verification Beaver Housing Authority will consider, are listed below:

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. Beaver Housing Authority will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source. The family and the care provider will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

Eligible Activities

The child care costs must enable a family member(s) to pursue an eligible activity. “Eligible activities” include any of the activities that may make the family eligible for a child care deduction: seeking work, pursuing an education, or being employed. The family member(s) that the family has identified as being enabled to seek work, pursue education, or be employed, must be currently pursuing those activities. Beaver Housing Authority will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, and the time required for transportation.

Allowable Types of Child Care

Beaver Housing Authority will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

Beaver Housing Authority will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household’s declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted. To determine reasonableness, Beaver Housing Authority will compare actual costs with established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. Beaver Housing Authority will compile the standards of reasonableness on an annual basis and make the standards available to families, including but not limited to providing a hard copy or posting the schedule on the website.

If the family presents a justification for costs that exceed typical costs in the area, Beaver Housing Authority will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Pursuing an Eligible Activity

Beaver Housing Authority will verify the family member(s) which the family has identified as being enabled to seek work, pursue education, or be gainfully employed, and are pursuing those activities.

Seeking Work

Whenever possible Beaver Housing Authority will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member’s job seeking efforts to date and require the family to submit to Beaver Housing Authority any reports provided to the other agency.

In the event third-party verification is not available, Beaver Housing Authority will provide the family with a form on which the family member must record job search efforts. Beaver Housing Authority will review this information at each subsequent reexamination when this deduction is claimed.

Furthering Education

Beaver Housing Authority will request third-party documentation to verify that the person permitted to further his or her education by the childcare is enrolled. The documentation must include information about the timing of classes the person is enrolled in. The documentation may be provided by the family.

Gainful Employment

Beaver Housing Authority will seek third-party verification of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

Permissive Deductions

Beaver Housing Authority will deduct child support payments up to \$480 annually, per child, made by any member of the family for the support and maintenance of any child who does not reside in the household. To verify payment, such payments must be tendered through an app appropriate, governing child support collection entity. Payments must be verifiable by Beaver Housing Authority.

4.9 RENT DETERMINATION

Rent Type

At admission and at annual reexamination, each family is given the choice of an income-based or flat rent.

A. Income-Based Rent

Income-based rent is determined by each families total tenant payment (TTP). The TTP is equal to the highest of: 30% of family's adjusted monthly income; 10% of family's gross monthly income; the welfare rent (if applicable); or a minimum rent of \$50, with hardship exemptions when applicable.

B. Flat Rent

Flats rent are designed to encourage self-sufficiency by creating rent disincentives for increased income. Changes in family income, expenses, or composition will not affect the flat rent because it is not based on or calculated off of those factors. At admission and then annually at recertification, the Beaver Housing Authority will offer each family the choice between flat and income-based rent. The selection will be confirmed in writing and it will be maintained in the tenant file.

Flat rents will be updated by the PHA annually based upon the HUD Fair Market Rents (FMRs) for the area and upon the same schedule as the FMRs. Flat rents will be set at no less than 80 percent of the applicable FMR.

C. Prorated Rent for Mixed Families

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from the flat rent applicable to the unit. (Essentially, the maximum subsidy)
- (2) Divide the family maximum subsidy by the number of family members. Then multiply the result times the number of eligible family members. (This is the prorated subsidy)
- (3) Subtract the prorated subsidy from the flat rent. This is the prorated TTP.
- (4) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.
- (5) When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family.

Hardship

The financial hardship exemption only applies to those families paying the minimum rent and it must be requested by the tenant in writing. If the TTP is higher than the minimum rent, the family is not eligible for a hardship exemption.

A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program and this eligibility impact's their ability to pay the minimum rent;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When a death has occurred in the family, that impacts a family member whose income was necessary to pay the rent.

The PHA defines temporary hardship as a hardship expected to last 90 days or less. While a long term hardship is defined as a hardship that is expected to last longer than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the TTP. So, for instance, if 10% of the monthly gross income (\$150) would have been \$15, were there not a minimum rent, and there is no welfare rent and their adjusted income would have been zero because the adjusted income was less than \$3, and therefore the \$15 is the highest amount of an actual TTP calculation for the family, than that will be the hardship rent.

If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

For, a temporary hardship, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the Housing Authority and the tenant will enter into a repayment agreement for the suspended amount repayment. During the suspension period the Housing Authority will not evict the family for nonpayment. The Housing Authority may also determine at this point that the hardship has become a long-term hardship and adjust the timeframe accordingly.

For long-term hardship, the period ends at the next interim or annual reexamination or the hardship continues and is documented as such.

The tenant may use the grievance process to appeal any hardship decisions in which they are not in agreement.

Utility Allowance

The Beaver Housing Authority pays all utilities on behalf of the tenant, therefore there is no utility allowance.

Paying Rent

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the main office during normal business hours. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$20 late charge, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs.

Tenants will receive a 30-day notification before an eviction for nonpayment of rent is filed and will not proceed with filing an eviction if the tenant pays the prescribed amount of rent owed within the 30-day notification period.

At the discretion of the Beaver Housing Authority, if the tenant, is unable to repay a debt, rent and fees, within 30 days, the PHA will offer to enter into a repayment agreement. However, if the family refuses to repay the debt, does not enter into a repayment agreement or breaches the repayment agreement, the PHA will terminate the family's tenancy.

Repayment Agreement

The Beaver Housing Authority, will enter into repayment agreements with family's that have a debt to the PHA, but will require a downpayment of ten (10%) percent of what is initially owed, unless able to prove that there is sufficient hardship for them to be unable to do so. Then the monthly repayment amount should be the difference between 40% of the families monthly adjusted income or \$25 whichever is higher unless able to prove that even \$25 will cause undue hardship. These repayment amounts can be adjusted if the family's income increases or decreases over the course of the repayment period.

The repayment agreement must be in writing with monthly due dates. If payment is not received by the end of the due date the PHA will send the family a delinquency notice, giving them 14 days to make the late payment. If payment is not received by the date of the delinquency notice it will be considered a breach of agreement and three notices within a 12-month period will be considered default and grounds for termination of tenancy.

De Minimis Errors

The Beaver Housing Authority will make every effort to calculate family annual income correctly, however, HUD will not consider the Agency to be out of compliance if when doing so, it makes a de minimis error. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

If this occurs the Beaver Housing Authority will reimburse the family for any family overpayment of rent, regardless of the cause if the cause was on the part of the Authority. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent.

Chapter 5: Reexaminations and Continued Occupancy

The Beaver Housing Authority verifies basic program eligibility, such as Social Security numbers and citizenship/eligible noncitizen status, admission and level of benefits prior to admission. Then annually during occupancy it will verify items related to eligibility and rent determination. Income, assets and expenses, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and household composition will be verified annually.

Residents who meet the following criteria will be eligible for continued occupancy. They must:

1. Qualify as a family as defined in the “Eligibility, Screening and Verification” chapter of this ACOP. (Note: For purposes of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court-recognized emancipated minors under the age of 18.)
2. Comply fully with the family obligations and responsibilities as described in the dwelling lease. Beaver Housing Authority cannot refuse to renew resident leases except for failure to comply with Community Service and Self Sufficiency requirements. Leases can only be terminated for serious or repeated violation of the material terms of the lease.
3. Provide Social Security numbers for all family members (or have an extension for new members aged 6 and under) or have certifications on file indicating they have no Social Security number.
4. Qualify as U.S. citizens, have eligible non-citizen status, or are paying pro-rated rent (24 CFR § 5.520).
5. Comply with the Beaver Housing Authority’s 96 hours per year community service and self-sufficiency requirement, unless determined to be exempt.

5.1 SCHEDULING AND NOTIFICATION

Generally, the Beaver Housing Authority will schedule annual reexaminations that will align effective dates with the tenant’s admission date. Generally, the reexamination interview date will be scheduled at least 60 days prior to the tenant’s anniversary date.

Notification of annual reexamination interviews will be sent 120 days prior to the tenant’s anniversary date by first-class mail, email, or other forms of notification and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If participation in an in-person interview poses a hardship because of a family member’s disability, the family should contact the Beaver Housing Authority to request a reasonable accommodation. The Beaver Housing Authority is required to provide reasonable accommodations to persons with disabilities. A reasonable accommodation is a modification or change the Beaver Housing Authority can make to its units, buildings, policies or procedures that will assist an otherwise qualified applicant or resident with a disability to take full advantage of and use Beaver Housing Authority programs (24 CFR § 8.20).

Beaver Housing Authority will send subsequent 90, 60, and 30-day notices by first-class mail, email, or other forms of notification to remind the tenant of the scheduled reexamination date and include a reminder to have all required documents submitted prior to the reexamination interview.

If the head of household, spouse or, co-head of household is unable to attend a scheduled interview, the family should contact the Beaver Housing Authority in advance of the interview to schedule a new appointment. An full recertification interview is not required if the resident is able to submit all of the required documents prior to the reexamination interview date. However, they must come by the main Beaver Housing Authority offices at some point prior to their anniversary date to sign the required forms in person, at a minimum. These cannot be signed electronically or at home and then brought in.

If a family does not complete the reexamination process, the family will be in violation of their lease and the tenancy will be terminated and the lease will not be renewed in accordance with the policies established in the “Lease Requirements” section of the ACOP.

5.2 CONDUCTING REEXAMINATIONS

There are essentially three types of reexaminations: annual, interim and for flat rent. Below we describe the basics of each process.

Annual Reexamination for Income-Based Rent

The Beaver Housing Authority will conduct a reexamination of income and qualifications for continued occupancy annually based on the anniversary date of the tenant’s admission. The anniversary date is the effective date of the family’s admission. Also, at this time the family will be provided with information about flat rent, if their income places them in a category for which flat rent is a likely option so that they may make that educated choice. If the family transfers to a new unit, the Beaver Housing Authority will perform a new annual reexamination, and the anniversary date will be changed to align with the effective date of the transfer. If the family transfers to a new unit, the Beaver Housing Authority will perform a new annual reexamination, and the anniversary date will be changed to align with the effective date of the transfer.

Reexamination for Flat Rent

For families paying flat rents, the Beaver Housing Authority will conduct a full reexamination of family income once every three (3) years associated with the tenant’s anniversary date. In conducting full reexaminations for families paying flat rents, the Beaver Housing Authority will follow the policies used for the annual reexamination of families paying income based rent. However, families will be provided with the information and the opportunity annually to change from flat rent to income-based rent if they believe that it could be to their advantage to do so and the PHA will re-calculate their income-based rent based upon the information available and provide it in comparison to the latest flat rent for their decision-making purposes.

Other Considerations

Each household member age 18 or over is required to execute a consent form for a criminal background check as part of the annual reexamination, therefore any new adults added to the household in the last year may need to complete this form, as well as children having turned 18 within the past year. These checks do not need to otherwise be redone on existing family members unless there is cause for concern. Likewise, regarding the lifetime sex offender registration. Although, the PHA may check this registry at annual recertification just to be sure that in the past year circumstances haven't changed since it triggers an automatic termination of that individual family member.

Interim Reexamination

Interim reexaminations are conducted because of changes in family income, family composition, or circumstances impacting adjusted annual income that occur between reexaminations. All families, regardless of paying income-based rent or flat rent, must report all changes in family and household composition that occur between annual reexaminations. Families must request approval for all additions to family and household composition subject to established eligibility policies. Beaver Housing Authority will make subsidy adjustments for all income decreases of any amount, or increases in excess of \$200 per month or \$2,400 per year. The Beaver Housing Authority will conduct interim reexaminations to account for any changes in income and changes to household composition that occur between annual reexaminations in accordance with other sections of this ACOP.

When conducting reexaminations, tenants will be asked to submit all required information as described in the reexamination notice. The required information will include a signed Authorization for the Release of Information/Privacy Act Notice (Form HUD9886), and any other forms required by the Beaver Housing Authority as well as supporting documentation related to the family's income, expenses, and family composition.

Supporting documents to verify income, assets, and other financial information cannot be more than 120 days old. Beaver Housing Authority will follow the EIV verification hierarchy to verify and calculate income, assets, deductions, expenses, and household characteristics. Beaver Housing Authority will follow the hierarchy and obtain verification documents as required.

There are some documents in the hierarchy that require the family to obtain verification. Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the tenant is unable to obtain the information or materials within the required time frame, the tenant may request an extension, which shall not be unreasonably denied by Beaver Housing Authority. However, the family will be advised at that time that failure to provide the necessary documentation by their recertification extension date/new interview date will result in Beaver Housing Authority taking eviction actions against the family.

Annual Community Service Requirements Reporting

For families who include nonexempt individuals, the Beaver Housing Authority must determine compliance with community service requirements once each 12 months (24 CFR § 960.257(a)(3)). The Beaver Housing Authority will also determine any changes to the exempt or non-exempt status of family

members during the reexamination. Exempt or non-exempt status will be based on the criteria included in the ACOP Chapter titled “Community Service and Self-Sufficiency Requirements.”

All non-exempt adult, 18 years or older, public housing household members must satisfy the following requirements:

Perform a total of eight (8) hours per month of community service (not including political activities) within the community in which that adult resides. The community service hours given can be a combination of volunteer activities; or

Participate in an economic self-sufficiency program for eight (8) hours per month; or

Perform eight (8) hours per month of combined activities (community service and economic self sufficiency programs).

Fewer than eight (8) hours may be earned each month, but a total of ninety-six (96) hours must be completed before the resident’s next annual reexamination.

During recertification, whether for flat rent or income-based the Beaver Housing Authority will review any changes to the family composition and redetermine the family’s annual income, based on income and assets and all of the documentation and verification provided and then calculate the rent.

5.3 RENT CHANGES AND OTHER ADJUSTMENTS TO TENANT STATUS

The Notice of Rent Change will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent change, and information regarding the resident’s right to request an informal hearing if they disagree with the new rent (24 CFR § 966.4(c)(4)).

In general, an increase in the tenant rent that results from an annual reexamination will take effect on the family’s anniversary date, and the family will be notified at least 30 days in advance of any rent changes or adjustments.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the family causes a delay in processing the annual reexamination, increases in the tenant rent will be applied retroactively, to the effective date that coincides with the tenant’s anniversary date. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

A decrease in the tenant rent that results from an annual reexamination will take effect on the family’s anniversary date.

If the family causes a delay in processing the annual reexamination, decreases in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination.

5.4 INTERIM REEXAMINATIONS AND STREAMLINED INCOME DETERMINATION FOR FIXED INCOME

INTERIM REEXAMINATIONS

Interim Changes Affecting Continued Occupancy

Beaver Housing Authority requires tenants on income-based rent to report all changes in family circumstances that may affect rent and unit size that occur between annual reexaminations within 10 business days of the change. In addition, a tenant may request an interim determination due to changes in family income or composition. Once all documentation is received from the tenant validating the reason for an interim reexamination, the Beaver Housing Authority will complete the process within 30 days.

At the completion of an Interim Reexamination, if a rent increase is required, Beaver Housing Authority will send the tenant a written notice 30 days before rent or unit size changes take effect.

Departure of Family or Household Members

If a family member ceases to reside in the unit, the family must inform the Beaver Housing Authority within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent. If a foster child, or foster adult ceases to reside in the unit, the family must inform the Beaver Housing Authority within 10 business days.

Death or Permanent Departure of Head of Household

If the head of household dies or permanently leaves the unit for any reason, any remaining family members may continue to occupy the unit if there is at least one family member (not a foster child or adult) of legal age who is a citizen or eligible non-citizen and has capacity to execute the lease. The family must inform the Beaver Housing Authority of these changes within 10 business days.

Remaining Minor Family Members After Death or Permanent Departure of Head of Household

If the head of household dies or permanently leaves the unit, the Beaver Housing Authority may permit a temporary adult guardian currently not on the lease to reside in the unit until a court-appointed guardian is established for the remaining minor family members. The Beaver Housing Authority will first consider whether there are any remaining family members capable of executing the lease before permitting an individual not currently on the lease to assume the role of head of household and execute the lease.

After court-appointed guardianship is established, the Beaver Housing Authority may add the guardian as the new head of household, provided they meet the Beaver Housing Authority's eligibility criteria. This would usually occur when the only remaining family members in the unit are minors, who otherwise would have to leave the unit.

The new head of household will be held responsible for rent arrearages, unless the arrearage occurred before the new head of household turned age 18.

Changes in Family and Household Composition

All tenants, whether they pay income-based or flat rent, must report all changes in family and household composition that occur between scheduled reexaminations.

The Beaver Housing Authority will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

If the Beaver Housing Authority determines that an individual does not meet the Beaver Housing Authority's eligibility criteria or provide sufficient documentation to make a determination, the Beaver Housing Authority 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. If the family would like to dispute the denial, the household can follow the agency's Grievance Procedure.

The Beaver Housing Authority will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Changes in Income or Expenses for Income-Based Rent Households

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses under this section.

The Beaver Housing Authority will conduct interim reexaminations in each of the following instances:

If the start of a family's Earned Income Disallowance (EID) does not coincide with their annual reexamination, the Beaver Housing Authority will conduct an interim reexamination to adjust the exclusion with any changes in income at the conclusion of the second 12-month exclusion period (50% Phase-in period).

If the family has reported zero income, the Beaver Housing Authority will conduct an interim reexamination at least every 3 months as long as the family continues to report that they have no income.

At the time of the annual reexamination, if it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), Beaver Housing Authority will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the Beaver Housing Authority will conduct an interim reexamination.

The Beaver Housing Authority may conduct an interim reexamination at any time in order to correct an error in a previous reexamination or to investigate a tenant fraud complaint.

Streamlined Income Determination For Fixed Income Sources

The Beaver Housing Authority reserves the option to implement a streamlined income determination for any family member with a fixed source of income and/or for any family whose adjusted income consists of 90% or more of fixed income sources. Non-fixed sources of income remain subject to third-party verification.

If implemented, fixed income includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The streamlined determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. The Beaver Housing Authority must document how the determination was made that a source of income is fixed.

Third-party verification of all income amounts for all family members must be performed at least every three (3) years. The Beaver Housing Authority must still obtain all family member signatures on required consent forms on an annual basis.

5.5 USE OF ENTERPRISE INCOME VERIFICATION (EIV)

The HUD Enterprise Income Verification (EIV) System is a web-based application, which provides employment, wage, unemployment compensation and Social Security benefit information for residents who participate in HUD-funded housing programs.

The Beaver Housing Authority must use the EIV system in its entirety to verify employment and income information during interim and required reexaminations of family composition and income in accordance with 24 CFR §§ 5.233, 5.236.

The Beaver Housing Authority must review the EIV Income and Income Validation Tool reports during interim and required reexaminations of family income and/or composition. Income reports will be retained in resident files with the applicable annual documents or interim reexamination documents.

When the PHA determines through EIV reports or third-party verification that a family has concealed or under-reported income, corrective action will be taken.

The Beaver Housing Authority must notify all adult program participants (including minors upon their 18th birthday) of Debts Owed to Public Housing Agencies and Terminations, Form HUD-52675.

5.6USE OF THIRD-PARTY VERIFICATION AND OTHER VERIFICATION

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Beaver Housing Authority or automatically by another government agency. Verification forms and reports received will be contained in the applicant/tenant file.

The chart below outlines the factors that may be verified and the common examples of verification.

Item to be Verified	3 rd Party Verification	Tenant Provided
Social Security Number	EIV, Letter from Social Security	Social Security Card (original)
Citizenship – declaration required, but documentation not required, unless suspect documentation is inaccurate.	N/A	Birth certificate, naturalization papers, passport, government employer id, voter registration, etc.
Eligible immigration Status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI,	Proof of SSI or Social Security disability payments
Full-time student status	Letter from school	For high school, any enrollment document.
Live-in Aide	Letter from doctor or other professional.	N/A
Child Care Costs	Letter from care provider	Bills and receipts
Disability Assistance Expenses	Letters from suppliers, care givers, etc.	Bills and receipts
Medical Expenses	Letters from providers, prescription record from pharmacy, medical professionals, etc.	Bills and receipts, mileage log, tolls,
Savings, checking accounts, CDs, bonds	Letter from institution	Passbook, statements, tax returns, the CD or bond
Stocks	Letter from broker or holding company	Stock, or most recent statement, price from internet
Real Property	Letter from tax office	Property statement, assessment, tax return
Personal property (car)	Assessment, blue book, etc.	Receipt for purchase, evidence of worth.
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt at disposition, other forms of verification as needed.
Earned income	EIV or letter from employer	Pay stubs
Self-employed	N/A	Tax return from prior year, book of accounts, Quickbooks
Regular gifts and contributions	Letter from source, organization, family member, day care provider if the person pays for something directly)	Bank deposits
Alimony/child support	Court order, letter from Human Services, verification from person paying support, EIV	Record of deposits, court decree, receipts

Periodic payments (social security, welfare, pension, unemployment)	EIV, Letter of electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider with details.	N/A

5.6 OVER-INCOME DETERMINATION

The Beaver Housing Authority will determine if households are over-income as part of the interim and required annual reexamination processes. Over-income is defined as a family whose annual income exceeds the over-income limit for 24 consecutive months. When this occurs, the Beaver Housing Authority will terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period, per HUD Notice 2023-03.

When determining over-income status, the Authority will use the applicable income limit for the current number of family members based on the family's annual income, versus their adjusted income. These calculations will be compared to HUD's annual income limits which the PHA will post in the main office and update within 60 days of HUD publication and will be effective for all annual and interim reexaminations.

The PHA will provide the over-income family with three notifications, one at the time of initial determination of the family's over-income status, which will likely occur during an interim or annual recertification. Then at 12 months if the family continues to exceed the limit and again at 24 months if they continue to continuously exceed the income limit. If proper notice is not given the PHA is required to allow the family to retain occupancy until the proper notifications and timeframes do occur. All notifications must be within 30 days of income determination/redetermination and the family is eligible for a hearing to dispute each notice.

If after the third notice the family's income still exceeds the applicable over-income limit then the final notice will state that within 60 days the family will be required to sign a new non-public housing lease and will be charged a non-public housing rent, which is equal to the applicable area HUD fair market rent for that size unit and they will be responsible for the entire rent. They will no longer receive any utility subsidy either. Once they have signed the new lease they will no longer be a public housing participant family and therefore do not have any of the rights and privileges of public housing, such as grievance hearings or participation in resident councils, however, they also are not subject to income examinations. They are subject still to annual inspections and the same housekeeping and criminal behavior and rent payment requirements under the lease, as well as the smoke-free and pet policies.

If the Beaver Housing Authority becomes aware of a decrease in income at anytime during the original 24 month over-income consecutive month period and the families annual income falls below the over-income limit, the household is no longer considered over-income and the two-year clock stops. A new two-year clock will start if the households' income then increases to above the over-income limit. However, if the family's income falls below the over-income limit after they have been placed on the non-public housing lease, then the only way they may be readmitted to the program is to reapply and be

pulled off the waiting list, even if that means moving out of the unit for a period of time until their name rises to the top of the waiting list.

The Beaver Housing Authority will publicly post the over-income limits in a conspicuous manner in the applicable agency or project office and on the agency website.

Chapter 6: Inspections

The PHA is required to maintain decent, safe and sanitary dwelling units and to make all necessary repairs to keep them as such. The National Standards for the Physical Inspection of Real Estate (NSPIRE) are the standard that HUD uses to inspect public housing properties. Units must also comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) as well as with all lead-based paint requirements. HUD regulations require the Beaver Housing Authority to inspect each public housing unit prior to move-in and at move-out.

6.1 PHA-CONDUCTED INSPECTIONS

Move-In Inspections

The head of household or an adult family member must attend the move-in inspection with the PHA staff member and sign the inspection form that notes the condition of the unit and all equipment provided along with the PHA staff member. A copy of the form will be retained in the tenant file.

Move-Out Inspections

It is advised, but not required that the tenant attend the move-out inspection when the PHA staff will inspect the unit at the time the resident is vacating the unit to note the condition of the unit and provide them with a statement of any charges for maintenance and damage beyond normal wear and tear. The resident's security deposit will be used to off-set any damage costs incurred. The PHA will provide a formal statement of charges within 10 business days of the move-out inspection.

Annual Inspections

Annually the Beaver Housing Authority will inspect each unit to ensure that it meets with NSPIRE standards. As part of this inspection process, the Authority must ensure that deficiencies previously cited and repaired as a result of an NSPIRE inspection have not subsequently failed.

It must maintain the results of self-inspections for three years and must provide the results to HUD upon request.

Preventative Maintenance Inspections

These may occur with the annual inspections or at other times during the year. They are intended to keep items in good repair, to check weatherization, smoke detectors, water heaters, boilers, thermostats, etc. and provide other minor servicing that extends the life of a unit and its equipment.

Special Inspections

Beaver Housing Authority staff may conduct a special inspection for any of the following reasons: housekeeping, suspected lease violation, routine maintenance, reasonable cause to believe emergency exists.

Notice of Inspection

The Beaver Housing Authority staff will give tenants 48 hours written notice of entry into a unit for any non-emergency routine inspections and maintenance, to make improvements and repairs, or to show the unit for re-leasing. The notification will include the purpose and the details of date and time. It will be posted on the door. For regular annual self-inspections, the family will receive at least one week written notice to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice as request for repairs presumes permission to enter the unit.

Except for emergencies, staff will not enter a unit to perform inspections where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

For emergencies, the PHA may enter the unit without advance notice if there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an, the staff will leave a written notice with the date, time and purpose of the entry in the unit.

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the PHA at least 24 hours prior to the scheduled inspection. The PHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection.

Repairs

If upon inspection the unit is damaged to the extent it is hazardous to the life, health, or safety of the occupants, the tenant must immediately notify the PHA of the damage, and the PHA must make repairs within a reasonable time frame. All Life-Threatening and Severe deficiencies must be corrected within 24 hours. If the damages were caused by the tenant they will be charged. If the PHA cannot make repairs quickly, the family must be offered another unit or other alternative accommodations. If the PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

If the damages are non-emergency, the PHA has up to 30 days to make repairs and if they are unable to do so within that timeframe they will notify the tenant as to the reasons and provide an alternative timeframe. The family must allow the PHA access to the unit to make repairs.

Excessive or repeated tenant damages to a unit may be considered a serious or repeated violation of the lease and cause for termination.

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

6.2 NSPIRE HUD INSPECTIONS

HUD may inspect the Beaver Housing Authority properties as frequently as annually and as infrequently as every three years. The Authority will provide at least seven days notice to the residents of this pending HUD NSPIRE inspection. Notice will be posted on each resident's door and through email where applicable.

Chapter 7: Transfers

7.1 TRANSFER LIST AND PRIORITIES

The Beaver Housing Authority will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the family requires a permanent transfer, the family will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency Transfers – which include hazardous maintenance conditions and VAWA situations
2. Mandatory PHA-Initiated Transfers – due to accessibility needs; demolition, disposition, revitalization, or rehabilitation.
3. Regular-Priority Tenant-Initiated Transfers – reasonable accommodation, verified threat or alleviate medical problems, or optional.

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, the Beaver Housing Authority may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the Beaver Housing Authority to meet the demolition, renovation, revitalization program, or RAD schedules. All mandatory transfers will take precedence over waiting list admissions.

7.2 DIFFERENT TYPES OF TRANSFERS

Emergency Transfers

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Beaver Housing Authority must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR § 966.4(h)].

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the

building during the winter, no water, toxic contamination, serious water leaks, or to protect the family from imminent danger by criminal activity.

A verified incident of domestic violence, dating violence, sexual assault, or stalking. In order to request an emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). The Beaver Housing Authority may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. If Beaver Housing Authority accepts an individual's statement, staff will document acceptance of the statement in the individual's file. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan, which is included as an exhibit to this ACOP.

Emergency Transfer Procedures

If the transfer is necessary because of maintenance conditions or other emergency conditions, and an appropriate unit is not immediately available, the Beaver Housing Authority will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired within 24 hours or a reasonable amount of time, the Beaver Housing Authority will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

Beaver Housing Authority will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The Beaver Housing Authority will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The Beaver Housing Authority defines immediately available as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed 20 days. If an internal transfer to a safe unit is not immediately available, the Beaver Housing Authority will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs. The Beaver Housing Authority has adopted an Emergency Transfer Plan, which is included as an exhibit to this ACOP.

PHA-Initiated Transfers

The Beaver Housing Authority may require that a family transfer to another unit. Several types of transfers are required by Beaver Housing Authority and considered a "mandatory" move. These circumstances include:

- requiring a family to transfer to make an accessible unit available to disabled family; or
- if the Beaver Housing Authority is engaging in housing development/revitalization or rehabilitation activities that require families to relocate to an alternate Beaver Housing Authority unit.

The PHA-initiated incentive transfer is not mandatory. Transfers required by the PHA are mandatory for the tenant.

Transfers to Make an Accessible Unit

Available when a non-accessible unit becomes available, the Beaver Housing Authority will transfer a family living in an accessible unit that does not require the accessible features, to an available unit without accessibility amenities. The Beaver Housing Authority will transfer the resident to the first available and appropriate unit in a development. The Beaver Housing Authority may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

To enable Beaver Housing Authority to engage in major housing rehabilitation, development, demolition, or disposition activities to improve the housing stock in its portfolio, a tenant family may be required to relocate temporarily or permanently.

The Beaver Housing Authority will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The Beaver Housing Authority's relocation plan may or may not require transferring affected families to other available public housing units.

Tenant-Initiated Transfers

The Beaver Housing Authority is under no regulatory obligation to approve tenant-initiated transfer requests other than for reasonable accommodations.

However, the types of requests for transfers that the Beaver Housing Authority will consider are limited to the following:

- Reasonable Accommodation: When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first-floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.
- Verified Threat: When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the Beaver Housing Authority's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.
- Alleviate Medical Problems: When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature.

7.3 TRANSFER REQUESTS AND PROCESSES

Transfer Requests

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer the Beaver Housing Authority will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the Beaver Housing Authority will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The Beaver Housing Authority will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

In order to request an emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). The Beaver Housing Authority may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. If Beaver Housing Authority accepts a verbal request, staff will document acceptance of the request in the individual's file. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan, which is included as an exhibit to this ACOP.

If the family does not meet the "good record" requirements stated below, the manager will address the issue and, until resolved, the request for transfer will be denied.

Except where reasonable accommodation is being requested, the Beaver Housing Authority will only consider tenant-initiated transfer requests from residents that meet the following "good record" requirements:

Have not engaged in criminal activity that threatens the health and safety of residents and staff.

Owe no back rent or other charges, or have no pattern of late payment.

Have no housekeeping lease violations or history of damaging property. A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

The Beaver Housing Authority will respond within ten (10) business days of the submission of the family's request. If the Beaver Housing Authority denies the request for transfer, the family will be informed of its grievance rights.

Processing Requests

The Beaver Housing Authority will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties. Tenant requests for transfer must be made in writing and will be reviewed and granted or denied by the PHA in a timely fashion but not to exceed 30 days and in writing. If the transfer is approved, the family's name will be added to the transfer waiting list. If it is denied, the denial letter will advise the family of their right to utilize the grievance procedures.

Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary

accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list. Transfers will be processed in the following order: 1. Emergency Transfers; 2. Mandatory PHA-Initiated Transfers; 3. High-Priority Tenant-Initiated Transfers; 4. Regular-Priority Tenant-Initiated Transfers.

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, the Beaver Housing Authority may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the Beaver Housing Authority to meet the demolition or renovation schedule. Mandatory transfers will take precedence over waiting list admissions.

7.4 UNIT ACCEPTANCE OR REFUSAL

Tenants will receive one offer of a transfer, unless good cause is provided. Applicants must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter.

When the transfer is required by the Beaver Housing Authority, the refusal of that offer without good cause may result in lease termination.

When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

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

The family demonstrates to the Beaver Housing Authority's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the Beaver Housing Authority's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. 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 tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The Beaver Housing Authority will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for

good cause will not adversely affect the family's position or placement on the transfer list. The family will remain at the top of the list until the family receives an offer for which they do not have good cause to refuse. The family has 3 business days from the date of the unit offer to submit documentation for a good cause unit refusal.

7.5 TRANSFER COSTS

The Beaver Housing Authority will bear the reasonable costs of (PHA-initiated) administrative transfers and emergency transfers.

For tenant-initiated transfers, the tenant will bear all costs associated with the transfer.

The reasonable costs of emergency and administrative transfers include the cost of packing, moving, and unloading. Beaver Housing Authority will also pay for the cost of disconnecting and reconnecting any existing resident-paid utility services (e.g., electricity).

The Beaver Housing Authority will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the Beaver Housing Authority will collect information from companies in the community that provide these services.

The Beaver Housing Authority will reimburse the family for eligible out-of-pocket moving expenses up to the Beaver Housing Authority's established moving allowance.

Chapter 8: Community Service and Self-Sufficiency Requirements

The Beaver Housing Authority is mandated by Section 6(1) of the United States Housing Act of 1937 as amended by Section 512 of the Quality Housing and Work Responsibility Act (QHWRA) to implement and administer a Public Housing Community Service and Self-Sufficiency requirement for all non-exempt public housing residents 18 years and older to perform at least eight (8) hours per month in community service or an economic self-sufficiency program.

The Beaver Housing Authority may not renew or extend any lease for a dwelling unit in public housing for any household that includes an adult member who was subject to the requirement and failed to comply with this requirement.

The PHA will provide the family with a copy of the Community Service and Self-Sufficiency Requirement Policy at admission, at lease renewal, when a family member is determined to be subject to the community service and self-sufficiency requirement during the lease term, and at any time upon the family's request.

In administering the community service and self-sufficiency requirement, the Beaver Housing Authority will comply with all applicable nondiscrimination and equal opportunity requirements.

8.1 REQUIREMENTS

All non-exempt adult, 18 years or older, public housing household members must satisfy the following requirements:

Perform a total of eight (8) hours per month of community service (not including political activities) within the community in which that adult resides. The community service hours given can be a combination of volunteer activities; or

Participate in an economic self-sufficiency program for eight (8) hours per month; or

Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency programs).

Fewer than eight (8) hours may be earned each month, but a total of ninety-six (96) hours must be completed before the resident's next annual reexamination.

All non-exempt adult family members must, upon notice from Beaver Housing Authority, present complete documentation of CSSR activities performed during the previous year.

At each annual reexamination, nonexempt family members must present a completed documentation of activities performed over the previous twelve (12) months, or a self-certification.

At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must:

1. Provide documentation that they are exempt from Community Service and Self-Sufficiency requirement, if they qualify for an exemption, and
2. Sign a certification that they have received and read the agency's policy and understand that if they are not exempt, failure to comply with the Community Service and Self-Sufficiency requirement will result in nonrenewal of their lease.

If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with Beaver Housing Authority to make up the deficient hours over the next twelve- (12) month period or certify that the non-compliant family member is no longer in the household.

Live-in aides are not subject to community service requirements.

8.2 EXEMPTIONS FROM THE CSSR

All residents claiming an exemption must complete a Community Service and Self-Sufficiency Requirement Exemption Form and provide any necessary documentation needed to support their request. A request for exemption can be submitted at any time and approved exemptions will be effective immediately. Persons age 62 and older are automatically exempt and do not need to request an exemption. All remaining exemptions require third-party verification.

Exemptions are given to any individual who:

1. Is 62 years of age or older.
2. Is a blind or disabled individual, as defined in Section 216 or 1614 of the Social Security Act, and who is unable to comply with this section; or who is the primary caretaker of such individual.
3. Is temporarily disabled and unable to comply with this section; temporary disability is defined as lasting for a duration of four weeks or longer (requires medical verification from health care provider).
4. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act or under any other welfare program of the state in which the PHA is located, including state-administered Welfare-to-Work programs; or
5. Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act or under any other welfare program of the state in which the PHA is located (including Supplemental Nutritional Assistance Program (SNAP)), including state-administered Welfare-to-Work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.
6. Is engaged in a work activity, as defined in Section 407(d) of the Social Security Act, at least 30 hours per week, including:
 - a. Employment (unsubsidized or subsidized, public or private sector).
 - b. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
 - c. On-the-job training.

- d. Job search.
- e. Community service programs.
- f. Vocational educational training (not to exceed 12 months for any individual).
- g. Job-skills training directly related to employment.
- h. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
- i. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate

8.3 ELIGIBLE COMMUNITY SERVICE ACTIVITIES

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities (24 CFR § 960.601(b)). Volunteer work or activities include, but are not limited to, the following:

1. Resident Council membership activities.
2. Care for children so other residents can complete community services requirements.
3. Local public or nonprofit institutions, such as schools, Head Start programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing).
4. Nonprofit organizations serving PHA residents or their children, such as Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, organized children's recreation, mentoring, or education program, Big Brothers or Big Sisters, community clean-up programs, beautification programs.
5. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.
6. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts.
7. Volunteering to work with Housing Authority property in a way that improves the grounds or provides gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers.
8. Care for the children of other residents so parents may work or volunteer; and
9. Court-ordered and/or probationary work.

To assist residents in completing community services and self-sufficiency requirements, the Beaver Housing Authority has provided a list of agencies and organizations where residents may find eligible activities.

8.4 ELIGIBLE ECONOMIC SELF-SUFFICIENCY PROGRAMS

For purposes of satisfying the Community Service and Self Sufficiency requirement, Beaver Housing Authority recognizes any economic self-sufficiency program is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families. Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training
2. Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers.
3. Employment counseling, work placement, or basic skills training
4. Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes.
5. Apprenticeships (formal or informal)
6. English proficiency or English as a second language classes
7. Budgeting and credit counseling
8. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)
9. Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)
10. Activities documented in an FSS or ROSS Individual Training and Services Plan. Since Beaver Housing Authority has a ROSS Service Coordinators program and a Family Self Sufficiency (FSS) program, Beaver Housing Authority may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to enhance a person's progress towards self-sufficiency. Regular meetings with Beaver Housing Authority coordinators may satisfy CSSR activities and Beaver Housing Authority Service Coordinators or FSS Program Coordinators may verify community service and self-sufficiency hours within individual monthly logs.

8.5 DETERMINING COMPLIANCE AND NON-COMPLIANCE

Annual Determinations

On an annual basis, at the time of lease renewal, the Beaver Housing Authority will notify the family in writing of the family members who are subject to the community service and self-sufficiency requirement and the family members who are exempt. If the family includes nonexempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training

opportunities, as well as a documentation form on which they may record the activities they perform, and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

Documentation of CSSR Compliance

At each regularly scheduled reexamination, each non-exempt family member will present a signed certification form developed by the Beaver Housing Authority to record community service and self-sufficiency activities performed over the last 12 months.

Beaver Housing Authority will provide the family members required to perform community services with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service and self-sufficiency requirement during the lease term, or upon request by the family.

Everyone who is subject to the CSSR requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Beaver Housing Authority will retain documentation of service requirement performance or exemption in participant files, including certification forms.

Beaver Housing Authority will validate a sample of self-certifications with the third party for whom the resident completed the community service or self-sufficiency activity. The sample of self-certifications the PHA validates must be a statistically valid, random sample.

Self-Certification of Hours

Beaver Housing Authority has exercised the option to accept self-certifications should residents choose to use this method instead of signing the Beaver Housing Authority designed form. If a signed self-certification is used to verify CSSR requirements, the signed self-certification must include the following:

A statement that the resident contributed at least 8 hours per month, or a total or combined total of 96 hours for the applicable 12-month term, of community service not including political activities within the community in which the adult resides; or participated in an economic self-sufficiency program for at least 8 hours per month.

The name, address, and a contact person at the community service provider; or the name, address, and contact person for the economic self-sufficiency program.

The date(s) during which the resident completed the community service activity or participated in the economic self-sufficiency program.

A description of the activity completed.

A certification that the resident's statement is true.

As required by amended 24 CFR § 960.605, since Beaver Housing Authority elects to accept self-certifications, it must validate a sample of self-certifications with the third party for whom the resident

completed the community service or self-sufficiency activity. The sample of self-certifications that Beaver Housing Authority validates must be a statistically valid, random sample.

Acknowledgement Form

At lease execution and at least 90 calendar days prior to the lease anniversary date, each adult member (18 or older) of a federally assisted housing resident household must sign an acknowledgement that he/she has received and read the CSSR. Further the resident acknowledgement includes a statement that the resident understands that failure to comply with the CSSR will result in nonrenewal of the lease.

At lease execution and at least 90 calendar days prior to the lease anniversary date each exempt adult member must provide documentation that they are exempt from the CSSR.

Fraudulent Activity

If Beaver Housing Authority has reasonable cause to believe that the certification provided by the household is false or fraudulent, Beaver Housing Authority has the right to request additional documentation to verify CSSR participation and to require third-party verification.

Change in Status Between Annual Determinations

If, during the 12-month period, a non-exempt resident or adult authorized member of the household becomes exempt, it is his/her responsibility to report this to the property manager and provide documentation of the qualifying exemption. If, during the 12-month period, an exempt resident or adult authorized member of the household becomes non-exempt, it is his/her responsibility to report this to the property manager. Beaver Housing Authority will compute the number of hours for which the person is responsible for fulfilling the CSSR based on the number of months the individual is non-exempt during the 12-month period.

Individuals must notify Beaver Housing Authority within 14 calendar days of receiving knowledge of the change in their condition or circumstances that makes them ineligible for an exemption. Beaver Housing Authority will provide the individual with written 30-day notice of the effective date of the CSSR requirement, the appropriate form(s), and a list of agencies in the community that provide volunteer and/or training opportunities. The CSSR for such persons will begin the first of the month following the 30-day notice from Beaver Housing Authority.

Notice of Non-Compliance

If Beaver Housing Authority finds that a tenant is non-compliant with CSSR, then they will provide written notification to the tenant of the non-compliance which must include:

A brief description of the finding of non-compliance with CSSR.

A statement that the Beaver Housing Authority will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with Beaver Housing Authority, or the family provides written assurance that is satisfactory to the Beaver Housing Authority explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written

work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The notice of non-compliance will be sent at least 45 days prior to the end of the lease term. The family will have 10 business days from the date of the notice of non-compliance to enter into a written agreement to cure the non-compliance over the 12-month term of the new lease, provide documentation that the non-compliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the head of household must certify that the noncompliant family member has vacated the unit.

If the family does not request a grievance hearing or does not take either corrective action required by the notice of non-compliance within the required 10 business day timeframe, the Beaver Housing Authority will terminate tenancy in accordance with the policies in its Admissions and Continued Occupancy Policy (ACOP).

Remedy of Non-Compliance

In order for the resident to remedy the non-compliance, the resident must enter into an agreement before the expiration of the lease term to complete the Community Service and Self-Sufficiency Requirement by contributing as many additional hours as the resident needs to comply in aggregate with such requirement over the twelve (12) month term of the lease.

If, after the 12-month cure period, the family member is still not compliant, the PHA must terminate tenancy of the entire family, according to the PHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family does not request a grievance hearing or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

Chapter 9: Pet Policy

9.1 SERVICE AND ASSISTANCE ANIMAL EXCLUSION

This policy does not apply to animals that are used to assist persons with disabilities. Service and assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

For an animal to be excluded from the pet policy and be considered a service animal, the person seeking to use and live with the animal must have a disability; and the person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request, and the Beaver Housing Authority approve, a reasonable accommodations request.

Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

Requests for reasonable accommodation for assistance animals must be processed in accordance with the Fair Housing and Equal Opportunity section in the Fair Housing and Nondiscrimination Requirements chapter. The reasons for denying an accommodation request include, but are not limited, to:

The specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or

The specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

No deposit is charged for assistance animals. There are no height, weight, or breed limits for assistance animals, and assistance animals may accompany the resident anywhere the resident is allowed to go.

Assistance animals may, however, be denied access to any area or facility if the animal is out of control and its handler does not control it; or the animal has a history of eliminating in common areas; or the animal in question poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures.

When a resident's care or handling of a service animal or assistance animal violates these policies, the Beaver Housing Authority will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the Beaver Housing Authority determines that no such accommodation can be made, the PHA may withdraw the approval of a particular service or assistance animal.

All assistance animals must be reported to Beaver Housing Authority. Such reporting shall consist of providing the following:

Basic information about the animal (type, age, description, name, etc.);

A picture of the animal for identification purposes;

Veterinarian written verification of inoculations against rabies and certification of spay/neuter;

Inoculations and license of the animal must be kept current, in accordance with city regulation; and

The animal owner's signature on a copy of the Assistance Animal Lease Addendum

9.2 DEFINITION OF COMMON HOUSEHOLD PET, PROHIBITED ANIMALS & TYPE AND NUMBER OF PETS

Definition of Common Household Pet

For this purpose, common household pets shall mean domesticated animals such as a dog, cat, bird, rodent (guinea pig, hamster, or gerbil), fish, frog, or turtle that are traditionally kept in the home for pleasure rather than for commercial use.

Prohibited Animals

Many animals do not meet the definition of common household pet and management reserves the sole right to decide regarding any such animal listed under this section.

The following includes but is not limited to animals considered to be of a vicious and/or attacking nature or animals otherwise not traditionally kept in the home for pleasure and therefore will not be permitted on the premises of the Beaver Housing Authority:

1. Any animal whose adult weight will exceed 25 pounds.
2. Dogs such as Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, Chow, Boxer or breeds not permitted under state or local law or code.
3. Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.
4. Farm animals such as chickens, pigs, cows, mules, horses, etc.
5. Wild animals such as lions, leopards, bears, tigers, wolves, etc.
6. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
7. Any animal not permitted under state or local law or code.

Types and Number of Pets

1. Only one four-legged, warm-blooded animal (i.e., dog, cat, hamster, etc.) is allowed per unit. Such animals shall not exceed 18 inches in height and/or 25 pounds in weight at maturity. Animals referenced under Prohibited Animals are not permitted even if they meet the weight and height criteria.

2. In the case of fish, reptiles, amphibians residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons or of a similar size. Such a tank or aquarium will be counted as 1 pet.

9.3 REGISTRATION OF PETS, GENERAL RULES & REGISTRATION FOR ALL DEVELOPMENT TYPES

A pet must be registered with the management agent before it is brought onto the premises. The pet owner shall update this registration on an annual basis at the time of annual recertification. Pets will not be approved to reside in a unit until completion of the registration requirements. Registration will include the following:

1. A certificate signed by a licensed veterinarian or local/state authority stating that the pet is spayed/ neutered, has received all inoculations required by law and that the pet has no communicable disease(s) and is pest-free.
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet. A recent photograph of the pet shall be submitted by the pet owner to be kept on file by management.
3. A signed statement indicating that the pet owner has read the pet rules and agrees to comply with them.
4. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies or becomes incapacitated and can no longer care for the pet.
5. Pets must be licensed in accordance with state or local law, as applicable. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

Failure to comply with the above-referenced registration policies shall constitute grounds for denial of a pet on the premises.

If management, for good reason, refuses to register a pet, a written notification will be sent to the pet owner stating the reason(s) for denial.

Only resident-registered pets are permitted at the development.

Animals being cared for temporarily are subject to the pet policy rules. Residents who plan to temporarily care for an animal must request and receive permission from the management office prior to bringing the animal onto the premises. Beaver Housing Authority has the sole discretion to approve or deny such requests. Animals that belong to visitors are also subject to the pet policy rules regarding behavior and area restrictions.

General Rules and Requirements

1. All dogs and cats must be spayed/neutered at the time of registration, or within 30 days of the pet reaching 6 months of age, unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet.

2. There is to be no breeding of any kind of pet on the premises. This also applies to small, caged animals such as hamsters, birds, etc.
3. All dogs and cats should be bathed and/or groomed regularly. Dogs and cats should have their nails clipped on a regular basis. A regular basis is defined as the timeframe necessary to avoid damage to the property and unit. This timeframe may depend on the type of animal, its size, and its routine.
4. Residents who have demonstrated poor housekeeping habits will not be allowed to own a pet until such time that their housekeeping practices meet and remain at the standards expected of residents. Residents will be notified via formal notice.
5. No pet shall be left unattended for more than 12 continuous hours.
6. Pet owners are considered responsible for their pet and shall not permit the pet to create excessive noise or otherwise disrupt the peaceful enjoyment of other residents.
7. Pet owners are considered liable for the actions of their pet and agree to hold harmless the Beaver Housing Authority from any and all damages or personal injury resulting from the actions of their pet.
8. The pet owner shall designate a relative or some other responsible party to sign an agreement stating that they (relative or other party) will accept full responsibility for the pet should the pet owner die, become incapacitated, or in any emergency situation.
9. Pet owners shall not alter in any way the dwelling unit, porch, grounds, or common area to accommodate a pet. Pet doors, doghouses and dog pens are strictly prohibited.
10. Pet owners must present evidence for PHA files showing their pets have been inoculated by a licensed veterinarian against rabies and has received any other inoculations required by law. This is an ongoing requirement anytime required inoculation laws change. All dog owners must present evidence of inoculation against canine distemper.
11. Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. This rule does not apply to tenants who are temporarily caring for animals and have received permission from the management office prior to bringing the animal onto the premises. This rule also does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by the PHA.

9.4 PET RESTRAINT AND AREA RESTRICTIONS

Pet Restraint and Area Restrictions

Across both elderly/disabled and general occupancy developments, all pets must be appropriately and effectively restrained and under the control of a responsible person while in the common areas of the development. No pets are permitted in the offices, maintenance areas or community facilities. Beaver Housing Authority has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the Beaver Housing Authority has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

A “Responsible Person” is any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control and must be:

1. Familiar with the pet's temperament, disposition, and behavior patterns.
2. Aware of and willing to abide by the pet rules and lease provisions.
3. Able and willing to provide proper nourishment, medical attention, and general good care and treatment of the pet.
4. Aware of required sanitary conditions for the dwelling unit and grounds.

No dog or cat shall be allowed to run at large about the premises. Such pets must always be on a leash while in the common areas. The pet owner must have a plastic bag which they use for removal and proper disposal of solid pet waste while walking their pet.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises, without immediately removing such waste and disposing immediately in the trash receptacles.

Management Access to Dwelling Unit Inspections and Repairs

Management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied (the entire time) by the pet owner or the responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its task(s). Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

9.5 SANITARY STANDARDS

Pets must have their own areas within the dwelling unit which are maintained in a manner that is clean, sanitary, and odor-free. For dogs, a dog crate with sufficient cushioning must be used. Cats must have litter boxes with an ample supply of deodorized cat litter. Birds, hamsters, rabbits, etc., must have a cage with ample deodorized litter materials.

Pet waste must be disposed of frequently and in a sanitary manner. To this end, the following procedures are to be followed:

1. All pet waste must be placed in a plastic trash bag and adequately secured.
2. All trash bags containing pet waste are to be placed in the dumpsters (or trash containers) located outside the dwelling. At no time should pet waste or cat litter be flushed down a commode.
3. All litter boxes and pet cages must be cleaned of pet waste at least once per day. Additionally, in the case of cats and/or pets using litter materials (rabbits, hamsters, etc.), the pet owner must change the litter twice each week.
4. In the case of dogs, the dog crates must be cleaned, disinfected, and deodorized once per month.
5. Dog and cat owners are required to train and housebreak their pet to dispose of waste on a routine schedule (i.e., in the morning, evening and at night). For this purpose, the grass area anywhere outside of the dwelling unit will be the designated area for pet waste. Once the pet

has disposed of waste material, the pet owner must immediately retrieve the waste and dispose of it in the manner described in this section.

6. All pets must always be kept clean and must be treated to prevent fleas, ticks, lice, etc., at least four times per year.

9.6 FINANCIAL OBLIGATION

Pet Deposits for General Occupancy Developments

All residents of general occupancy developments who own and keep a pet are required to pay a refundable pet deposit of \$150 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises. The pet deposit is not part of rent payable by the resident.

The Beaver Housing Authority will refund the pet deposit to the resident of the general occupancy development less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out inspection or removal of the pet from the unit after an inspection has been conducted. The refundable pet deposit may accumulate interest gradually and will be paid to the resident.

The resident will be billed for any amount required to repair damage caused by their pet that exceeds the pet deposit.

The Beaver Housing Authority will provide the resident a written list of any charges against the pet deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the Beaver Housing Authority will set up a meeting with the resident to discuss the charges.

9.7 NUISANCE OR THREAT TO HEALTH OR SAFETY

If the health, well-being and safety of a pet is threatened by the death, incapacity, or negligence of the pet owner, the responsible person listed in the pet registration shall be contacted to take responsibility for the pet.

If the responsible person is unable or unwilling to care for the pet, or cannot be contacted despite reasonable efforts, the management agent may remove the pet by:

1. Contacting the appropriate agencies and requesting removal of the pet, or
2. Placing the pet in a facility that will provide care and shelter at the pet owner's expense until (1) the pet owner or the designated representative is able to resume responsibility for the pet or (2) for thirty (30) days, whichever occurs first.

In cases where a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health and safety of the residency as a whole, the pet owner may be asked to remove the pet immediately. If a pet owner refuses to remove a pet immediately, or if the pet owner or responsible person cannot be contacted, the pet may be removed in accordance with number 1 and 2 of this section.

In cases where a pet dies, the pet owner shall be responsible for removing the pet in a clean, safe, and sanitary manner. In particular reference to dogs and cats, the pet should be placed in a common trash bag and the local Animal Control division should be contacted immediately to remove the pet from the premises within 24 hours.

9.8 PET RULE VIOLATION PROCEDURES

All pet owners will be required to abide by all provisions of the Public Housing Residential Lease and the Pet Policies and Procedures for the Public Housing Program associated with owning and keeping a pet in their apartment. If it is determined that a pet owner has violated the rules governing pet ownership, the following procedures shall be observed:

A written notice of the pet rule violation shall be served on the pet owner outlining the following:

1. Basis of the determination and pet rule(s) violated.
2. Statement that the pet owner has ten (10) days from the date of service/delivery of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).
3. Statement that the pet owner may make a written request for a meeting to discuss the violation. This request must be made within three (3) days of the service/delivery date of the violation notice.
4. Statement that failure by the pet owner to correct the violation, to request a meeting, or to appear at a requested meeting may result in the termination of the lease agreement.
5. If the pet owner makes a timely request for a violation meeting, a time and place for the meeting shall be established no later than fifteen (15) days from the date of service/delivery of the pet rules violation.

If the pet owner has not resolved the rule violation, or if the violation is not resolved at the rule violation meeting, a notice shall be served on the pet owner requiring the removal of the pet. In such cases, the pet owner must remove the pet within ten (10) days of the rule violation meeting. Failure to comply with management's request to remove a pet may result in the termination of the pet owner's lease agreement.

Chapter 10: Tenant Grievance Procedures

In accordance with Federal Regulation 24 CFR § 966.51, this Grievance Procedure shall be applicable to all individual grievances between the tenant and the Beaver Housing Authority. The PHA grievance procedure is not applicable to disputes between tenants not involving the Beaver Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Beaver Housing Authority's Board of Commissioners.

10.1 INFORMAL SETTLEMENT

The first step in the hearing process is an informal settlement of grievance. If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of Beaver Housing Authority, there is no informal settlement, and the resident must request a formal grievance hearing.

Beaver Housing Authority will accept grievances either orally or in writing, to the Beaver Housing Authority office within 10 business days of the event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

Beaver Housing Authority will prepare a summary of such discussion within 10 business days of the Informal Settlement meeting; one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary will specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

10.2 GRIEVANCE HEARING REQUESTS AND PROCEDURES

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

Hearing Requests

Tenants must submit a written request for a Hearing within 10 business days after receipt of the PHA's decision or notice of termination. The written request must specify the reasons for the Grievance and the action or relief sought.

The PHA must respond to the request in writing within 10 business days providing a date for the information hearing and the hearing must be scheduled within a timely manner. It must also notify the family of the hearing process. The family may request to reschedule the hearing for good cause or reasonable accommodation for a person with disabilities. If the family does not show for the hearing or is significantly late, but contacts the PHA within 24 hours following the hearing to request a reschedule due to good cause, the PHA has the discretion to reschedule if it so chooses. However, if it cannot show good cause the PHA decision will stand.

Selection of Hearing Officer

A Grievance Hearing shall be conducted by a Hearing Officer. The Executive Director of the Beaver Housing Authority shall identify a Hearing Officer in writing. The Hearing Officer will be someone other than the person who made or approved the decision being called into question in the hearing.

The Hearing Process

At the Hearing, the tenant must first make a showing of an entitlement to the relief sought and thereafter the Beaver Housing Authority must sustain the burden of justifying the Beaver Housing Authority's action or failure to act against which the grievance is directed.

The Hearing must be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the tenant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer must require the Beaver Housing Authority, the tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

1. Oral evidence: the testimony of witnesses.
2. Documentary evidence: documented evidence which is relevant to the case, for example, a letter written to the PHA. It includes all forms of written and/or recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.
3. Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
4. Real evidence: A tangible item relating directly to the case.

10.3 TENANT RIGHTS

The Tenant must be afforded a fair Hearing, which shall include:

1. The opportunity to examine before the Grievance Hearing any Beaver Housing Authority documents, including records and regulations relevant to the hearing. The tenant will be allowed to copy any such document at a cost of \$.05 per page or request the documents be sent electronically via email. The family must request copies of Beaver Housing Authority documents no later than 10 a.m. on the business day prior to the hearing. If the Beaver Housing Authority does not make the document available for examination upon request by the Tenant, the Beaver Housing Authority may not rely on such document at the Grievance Hearing.
2. The right to be represented by counselor or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf.
3. The right to a private Hearing unless the tenant requests a public hearing.
4. The right to present evidence and arguments in support of the tenant's Grievance, to controvert evidence relied on by the Beaver Housing Authority, and to confront and cross-examine all witnesses upon whose testimony or information the Beaver Housing Authority relies.
5. A written decision based solely and exclusively upon the facts presented at the hearing.

10.4 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

The Beaver Housing Authority must provide reasonable accommodation for persons with disabilities to participate in the Hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant, which is required pursuant to this Grievance Procedure, must be in an accessible format.

10.5 DECISION OF THE HEARING OFFICER

Written Decision

The Hearing Officer must prepare a written decision, together with the reasons therefore, no later than 10 business days after the Hearing. A copy of the decision must be sent to the tenant, in the same manner as required herein for Notice to the tenant, and the Beaver Housing Authority. The Beaver Housing Authority must retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained by the Beaver Housing Authority and made available for inspection by a prospective grieving tenant, his/her representative, or the Hearing Officer.

Final Decision

The Beaver Housing Authority is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

In rendering a decision, the hearing officer will consider the following matters:

1. PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.
2. Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.
3. PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.
4. Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.
5. Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who presided over it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information

Name of the complainant

Date, time, and place of the hearing

Name of the hearing officer

Name of the PHA representative(s)

Name of family representative (if any)

Names of witnesses (if any)

Then the PHA will either choose to disregard the hearing officer's decision based on the factors referenced above or agree with them and mail a "Notice of Final Decision" to the family on the same day. The "Notice of Final Decision" will be sent by first-class mail. A copy of this notice will be maintained in the PHA's file.

Chapter 11: Record Keeping and Reporting

The Beaver Housing Authority will maintain complete and accurate program records in accordance with HUD requirements and in a manner that allows for ease of auditing and monitoring. All such records must be made available to HUD upon request.

In addition, the PHA will ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and comply with VAWA confidentiality requirements.

11.1 RECORD RETENTION

The Beaver Housing Authority will keep the last three years of the Form HUD-50058 and supporting documentation, to include the Enterprise Income Verification (EIV) system Income Reports and for at least three years after end of participation all documents related to a family's eligibility, tenancy, and termination.

In addition, it will keep the following records for at least three years:

An application from each ineligible family and notice that the applicant is not eligible

Lead-based paint records as required by 24 CFR 35, Subpart B

Documentation supporting the establishment of flat rents

Documentation supporting the establishment of utility allowances and surcharges

Documentation related to PHAS

Accounts and other records supporting PHA budget and financial statements for the program

Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, the equal access final rule, or VAWA

Confidential records of all emergency transfers related to VAWA requested under the PHA's Emergency Transfer Plan and the outcomes of such requests

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents.

11.2 RECORD MANAGEMENT

All applicant and participant information will be kept in a secure location and access will be limited only to authorized PHA staff.

PHA staff will not discuss personal family information unless there is a business reason to do so and to do so will result in disciplinary action. The PHA will maintain compliance with the Privacy Act of 1974 and all other privacy provisions of Federal, State and local law when collecting, maintaining, and dealing with personal information such as social security numbers (SSN), employer identification numbers (EIN)

and information derived from these numbers as well as income. HUD Form-9886-A, Authorization for Release of Information describes how this information collected may be used and under what conditions it may be released.

Beaver Housing Authority will adopt and implement EIV security procedures and follow them.

The PHA may only disclose the criminal conviction records, to include sex offender registration information which the PHA receives from a law enforcement agency to officers or employees of the PHA, maintain these records with the utmost confidentiality.

maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The Beaver Housing Authority PHAs is not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

11.3 BLOOD LEAD LEVEL REPORTING REQUIREMENTS

The PHA must report the name and address of a child identified as having an elevated blood lead level (EBLL) to the public health department within five business days of being so notified by any other medical health care professional. The PHA must also report each known case of a child with an EBLL to the HUD field office.

11.4 VIOLENCE AGAINST WOMEN ACT (VAWA): DOCUMENTATION, NOTIFICATION, REPORTING, RECORDING

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA. Specific definitions of VAWA terms can be found in 24 CFR 5.2003 and FR Notice 8/6/13.

Notification

The Beaver Housing Authority will post the following forms in its offices regarding VAWA and provide to anyone who requests.

A copy of Form HUD-5380, Notice of Occupancy Rights under VAWA

A copy of Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation

A copy of the PHA's emergency transfer plan

A copy of Form HUD-5383, HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY)

Contact information for local victim advocacy groups or service providers, as available.

The Authority will inform their public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, 1) when they are denied assistance, 2) when they are admitted to the program, and 3) when they are notified of an eviction or termination of housing benefits. This will be done by providing a notice of their VAWA rights and the Form 5382 which is the self-certification form. The PHA may also provide this information following an incident of domestic violence but the delivery arrangement will be one that will not put the victim at further risk.

Documentation

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing, will specify a deadline of 21 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. The three forms of documentation include:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation.

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will document acceptance of the statement or evidence in the individual's file. However, In order to deny relief for protection under VAWA, the Beaver Housing Authority will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the

documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

Confidentiality

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, stalking, or human trafficking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, must be retained in confidence. Therefore, the Beaver Housing Authority will not (1) enter the information into any shared database, (2) will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) will not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

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

Acronyms

ACC	Annual contributions contract
ACOP	Admissions and continued occupancy policy
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
AMI	Area median income
AMP	Asset management project
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFP	Capital fund program
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
COCC	Central office cost center
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office

HA	Housing authority or housing agency
HCV	Housing choice voucher
HIP	Housing Information Portal
HOPE VI	Revitalization of Severely Distressed Public Housing Program
HOTMA	Housing Opportunity through Modernization Act of 2016
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
LIHTC	Low-income housing tax credit
MTW	Moving to Work
NOFA	Notice of funding availability
NSPIRE	National Standards for the Physical Inspection of Real Estate
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PHA	Public housing agency
PHAS	Public Housing Assessment System
PIH	(HUD Office of) Public and Indian Housing
QC	Quality control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)

RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
ROSS	Resident Opportunity and Supportive Services
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency
TANF	Temporary assistance for needy families
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Act
VCA	Voluntary Compliance Agreement

Resources

Document and Location
Code of Federal Regulations http://www.ecfr.gov
Enterprise Income Verification (EIV) System PHA Security Procedures https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF
Executive Order 11063 https://www.archives.gov/federal-register/codification/executive-order/11063.html
Federal Register https://www.federalregister.gov/
HOTMA Final Rule https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&utm_source=federalregister.gov&utm_medium=email
HOTMA Implementation Notice, PIH 2023-27 https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf
Notice PIH 2010-26, Nondiscrimination and Accessibility Notice http://www.hud.gov/offices/pih/publications/notices/10/pih2010-26.pdf
Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF
Public Housing Occupancy Guidebook, June 2003

https://www.hud.gov/sites/documents/DOC_10760.PDF
VAWA Resources https://www.hud.gov/vawa

HOTMA Additions

HUD published a final rule on February 14, 2023, revising regulations related to income, assets, adjusted income, verification, and reexams (among others) to implement Sections 102 and 104 of HOTMA. While the new regulations were effective January 1, 2024, HUD has delayed the compliance date for HOTMA 102/104. Initially, HUD published a delayed compliance date of January 1, 2025, but HUD again delayed the compliance date for HOTMA 102/104 and no new date has been provided. *Compliance* with Sections 102 and 104 of HOTMA means not only applying HOTMA 102/104 regulations to affected programs but also reporting in HUD's new Housing Information Portal (HIP) system. Currently, PHAs remain unable to comply with HOTMA 102/104 because compliance depends on transitioning from HUD's IMS/PIC system (which is unable to accept HOTMA-compliant Form HUD-50058) to HUD's new HIP system (which will be the only system that accepts HOTMA-compliant Form HUD-50058). PHAs cannot transition to HOTMA until HIP is in place, HOTMA-compliant, and accessible. However, HUD has determined that a few HOTMA 102/104 policies are not dependent on transition systems and easily isolated from other HOTMA 102/104 policy changes. These policies may be implemented prior to the migration to HIP.

HUD stated that PHAs may update their policy documents before determining the date at which they will transition to all HOTMA Section 102 and 104 policies. HUD stated that in order to update their policy documents for HOTMA in this circumstance, PHAs may create an appendix that contains the HOTMA policies that will be incorporated at a later date. As such, below are the HOTMA sections that are on hold until HUD's HOTMA compliance date. Once HUD has published that date these sections can be added to the main body of the ACOP.

Chapter 4, Section 4.8

E. Hardship Exemptions

Health and Medical Care and Disability Assistance Expenses

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under either phased-in relief or general relief.

Phased-in relief is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024. These families will begin receiving a 24-month phased-in

relief at their next annual or interim reexamination, whichever occurs first after the date on which the PHA implements phased-in relief.

Families that can demonstrate: their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or their financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination may request a hardship exemption under general relief regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above.

Childcare Expense Hardship Exemption

A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of the loss of the childcare expense deduction, and that the childcare expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the PHA must recalculate the family's adjusted income and continue the childcare deduction.

Chapter 5, Section 5.4

Calculating Annual Income at Reexamination (based on 24 CFR 5.609c(2) and HUD Notice PIH 2023-27)

The Beaver Housing Authority must determine family income from the previous 12-month period and use that amount to for rent calculation. This will mean looking at unearned and earned income from the prior year, whether from one job or multiple jobs as well as other sources. Cost of Living Adjustments (COLA) to Social Security income and Social Security disability income are always considered changes to income because the COLA is an adjustment that automatically occurs annually by law. The PHA will use the following steps to calculate both earned and unearned income at annual reexamination if not using the streamlined income determination.

Step 1: The PHA determines annual income for the previous 12-month period by reviewing the following information:

- The EIV Income Report pulled within 120 days of the effective date of the annual reexamination;
- The income reported on the most recent HUD-50058; and
- The amount of prior-year income reported by the family on the PHA's annual reexamination paperwork.

Step 2: The PHA takes into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed within the last reexamination cycle and there are no additional changes, the PHA must use the annual income from the interim to determine the family's total annual income. The PHA may use verification obtained from the interim for this step.
- If the PHA did not perform an interim or there have been changes since the last reexamination, the PHA moves to Step 3.

Step 3: If there were changes in annual income not processed by the PHA since the last reexamination, the PHA must use current income. The family will be required to report their income for the prior year and whether there have been permanent changes.

If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income. For example, the PHA may use the following documentation:

- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)
- Current written third-party verification from the source verifying prior-year income that is dated within 120 days of receipt by the PHA, for example:
 - Year-end statements
 - Paystub with year-to-date amounts
 - Tax forms (Form 1040, W2, 1099, etc.)

If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, the PHA must follow the verification hierarchy (described in Chapter 7) to document and verify income. Exhibit 9-1 provides detailed examples of how the PHA calculates income from different sources at annual reexamination using the above method.

Changes Affecting Income or Expenses

Interim Decreases (based on 24 CFR 960.257(b)(2)) and HUD Notice PIH 2023-27)

A family may request an interim reexamination for any change in income since the last reexamination. However, the PHA will decline the family's adjusted income decrease if it is less than 10 percent of the family's adjusted income, unless the decrease occurred as a result of a death of a family member or a family member moving out of the unit since the last reexamination.

Interim Increases (based on 24 CFR 960.257(b)(3)) and HUD Notice PIH 2023-27)

The Beaver Housing Authority will process an interim reexamination for any increases in adjusted income of 10% or more if it is the result of a 10% or more increase in earned income or unearned income. However, if it is the result of a combination of both earned and unearned income, neither of which independently totals 10% or more, the PHA will not perform an interim reexamination.

Likewise, if it is within three months of the annual reexamination date, the PHA will wait for the annual reexamination.

Non-Interim Reexamination Transactions (based on HUD Notice 2023-27)

Below is a list of "non-interim reexamination transactions" for which the Beaver Housing Authority must submit to HUD a separate, new action code on the Form 50058, but do not require an interim reexamination.

- Adding or removing a hardship exemption for the childcare expense deduction;

- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100 percent) of a family member's increase in employment income at the start of the second 12-month EID period;
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

The PHA must/will make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.