



# **CHANGE**

## **CHICAGO HOUSING AUTHORITY**

### **FY2011 ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

## Table of Contents

		<b>Page</b>
<b>I.</b>	<b>Nondiscrimination</b>	<b>1</b>
	A. Complying with Civil Rights Laws	1
	B. Reasonable Accommodations Policy	2
	C. Affirmatively Furthering Fair Housing	4
	D. Making Programs and Facilities Accessible to People with Disabilities	4
	E. Violence Against Women Act	5
	F. Persons with Limited English Proficiency (LEP)	5
<b>II.</b>	<b>Processing of Applications and Eligibility for Admission</b>	<b>7</b>
	A. Affirmative Marketing	7
	B. Qualifying for Admission Eligibility	7
	C. Processing Applications for Admission	7
	D. Establishing and Maintaining the Wait List	8
	E. The Preference System for Admissions	8
	F. Screening Applicants for Suitability	13
	G. Admissions Screening Criteria	14
	H. Screening Applicants with Mitigating Circumstances	17
	I. Determination of Qualification for Admission	17
	J. Occupancy Guidelines	18
	K. Residents Governed by the 10/1/99 or Post 10/1/99 Relocation Rights Contract	19
<b>III.</b>	<b>Tenant Selection and Assignment Plan</b>	<b>20</b>
	A. Tenant Selection and Assignment Plan (TSAP)	20
	B. Administering Wait Lists	20
	C. Community-Wide Wait List	21
	D. Site-based Wait Lists for Senior Designated Housing Properties	22
	E. Community-Area Wait Lists	23
	F. Mixed-Income Development Unit Offers	23
	G. Transfer Wait List	24
	H. Making Unit Offers	24
	I. Accessible Units	25
<b>IV.</b>	<b>Leasing Policies</b>	<b>26</b>
	A. Leasing Policy	26
	B. Showing Units Prior to Leasing	27
	C. Changes in Household Composition	27
	D. Visitors	28
	E. Live-In Aides	29
	F. Units Occupied by CHA Resident as Employees	30
<b>V.</b>	<b>Transfer Policy</b>	<b>31</b>
	A. Transfer Policy	31
	B. Transfer Categories	31
	C. Processing Transfers	33
	D. Residents in Good Standing	34
	E. Cost of Transfers	35
	F. Security Deposits	35
	G. Split Family Transfers	36

	<b>Page</b>
<b>VI. Annual Re-examination of Income and Family Circumstances</b>	<b>38</b>
A. Eligibility for Continued Occupancy	38
B. Re-examinations	39
C. Action Following Re-examination	40
D. Unit Maintenance and Inspections	40
E. Effective Date of Rent Adjustments	41
F. Remaining Family Members	41
G. Community Service and Economic Self-Sufficiency Requirement	42
<b>VII. Interim Adjustments for Rent &amp; Family Composition</b>	<b>46</b>
A. Adjusting Rent between Regular Re-examinations	46
B. Effective Date of Rent Adjustments	47
C. Earned Income Disallowance	48
D. Interim Changes in Household Composition	49
E. Lease-Compliance Determination for Residents with Right of Return and Preference for Return	49
<b>VIII. CHA Work Requirement Policy</b>	<b>50</b>
A. CHA Work Requirement	50
B. School Enrollment and the CHA Work Requirement	50
C. CHA Work Requirement Exemptions	50
D. CHA Work Requirement at Annual Re-examination	51
E. Safe Harbor Clause	51
<b>IX. Utilities</b>	<b>53</b>
A. Resident-Paid Utilities	53
B. Excess Utility Charges for CHA-Paid Utilities	53
C. Reasonable Accommodations	54
<b>X. Flat Rents</b>	<b>55</b>
A. Flat Rents	55
B. Periodic Update of Flat Rents	55
C. Choice of Rent	55
D. Re-examination of Families on Flat Rents	55
E. Hardship Reduction in Flat Rents	55
F. Adjusted Rent	55
<b>XI. Determining Income and Rent</b>	<b>57</b>
A. Annual Income	57
B. Excluded Income	58
C. Anticipating Annual Income	61
D. Adjusted Income	61
E. Computing Income-based Rent and Choice of Rent	62
<b>XII. Pet Policy</b>	<b>64</b>
A. Policy Statement	64
B. Assistance Animals for Residents with Disabilities	64
C. Ownership of Pets/Assistance Animals	65
D. Rules for Ownership	65
E. Pet Rule Violation	68
F. Pet Rule Violation Meeting	69

	<u>Page</u>
G. Notice of Pet Removal	69
H. Termination of Pet Owner's Lease	69
I. Protection of the Pet	70
J. Nuisance or Threat of Health and Safety	70
<b>XIII. Lease Termination</b>	<b>71</b>
A. Lease Termination Policy	71
B. Resident-initiated Lease Termination	71
C. CHA-initiated Lease Termination	71
D. Eviction Actions	72
E. Record Keeping Requirements	73
<b>XIV. Definitions of Terms Used in This Statement of Policies</b>	<b>74</b>

## FY2011 Admissions and Continued Occupancy Policy

This Admissions and Continued Occupancy Policy (“ACOP”) is the policy of the Chicago Housing Authority (“CHA”) governing admissions to and continued occupancy in public housing units owned by the CHA. Unless otherwise stated, this policy does not apply to public housing units in mixed-income/mixed-finance communities with site-specific tenant/resident selection plans. The ACOP sets forth the requirements for CHA staff and private property management agents as it relates to admissions and occupancy-related work. Site staff cannot alter or amend this ACOP. The ACOP can only be revised by a Chicago Housing Authority Board of Commissioner’s resolution. The ACOP is subject to the provisions set forth in the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99.

The citations to applicable U.S. Department of Housing and Urban Development (HUD) regulations (effective 4/1/10) follow the text in which they reference. Footnotes are denoted with superscript Arabic numbers and are presented at the end of each page.

### I. Nondiscrimination

It is the policy of the CHA to comply with all equal opportunity requirements and nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments. Applicable Fair Housing and Equal Opportunity laws and regulations provide that no person shall, on the grounds of race, color, sex, age, familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under CHA’s public housing program.

#### **A. Complying with Civil Rights Laws**

1. Civil Rights laws protect the rights of applicants and residents and affords them equal treatment by the CHA in operating its programs. When more than one civil rights law applies to a situation, to the extent the laws do not contradict each other; the laws will be read and applied together. It is the policy of the CHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance; **24 CFR § 1 and 100.**
  - b. Title VIII of the Civil Rights Act of 1968, as amended by the 1974 Housing and Community Development Act and the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), which extends protection against discrimination beyond federally funded housing and includes religion, sex, disability, and familial status as additional protected classes. The law also provides examples of prohibited discrimination; **24 CFR § 100.**
  - c. Executive Order 11063, which calls for equal opportunities in housing;
  - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities living in federally funded housing ; **24 CFR § 8.**
  - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146.**
  - f. Title II of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act,;
  - g. Violence Against Women Reauthorization Act of 2005 (VAWA), signed into law January 5, 2006, which establishes the rights of victims of domestic violence, dating violence, and stalking, living in federally funded housing; and

- h. All applicable state laws and local ordinances including, but not limited to, the Cook County Human Rights Ordinance, the Illinois Human Rights Act (775 ILCS 5/3-101) and the Chicago Human Rights Ordinance (Municipal Code 5-8-010).
2. The CHA shall not discriminate because of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income or other protected classes under state or local laws in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the jurisdiction of the CHA covered by a public housing Annual Contributions Contract (ACC) with HUD. **24 CFR § 100.**
3. The CHA will not deny admission to otherwise qualified applicants because of their membership in a group to which negative behavior may be imputed. Each applicant will be treated as an individual, based on his/her personal attributes and behavior. **24 CFR § 960.203(a).**
4. The CHA shall not permit these policies to be subverted to perform personal or political favors. **24 CFR § 960. 203<sup>1</sup>.**
5. The CHA will offer units only in the order prescribed by this policy. Modifications of the ACOP for individuals with qualified disabilities may be allowed as a reasonable accommodation. **24 CFR § 960.206(e).**
6. The CHA shall not deny admissions to any applicant or assistance to any resident on the basis that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual violence, or stalking, if the applicant or resident otherwise qualifies for assistance or admission.

**B. Reasonable Accommodations Policy<sup>2</sup>**

1. An applicant or resident with a disability may request and qualify for a reasonable accommodation at any time. Section XIV contains the definition of an individual with a disability, a person with a disability and a qualified individual with disabilities for the purpose of determining if someone may obtain a reasonable accommodation. **24 CFR § 8.3.**
2. A qualified applicant or resident is defined as an applicant or resident who qualifies for a reasonable accommodation.
3. The CHA, as a public agency, has an obligation to provide “reasonable accommodations” to qualified applicants and residents if they or any members of their household have a disability. **24 CFR § 8.24.**
4. A reasonable accommodation is a modification or change the CHA can make to its units, buildings, policies and procedures that will assist an otherwise qualified applicant or resident with a disability to take full advantage of and use CHA programs, including those that are operated by other agencies in CHA-owned public space. **24 CFR § 8.20.**
5. A qualified applicant or resident with a disability may request a reasonable accommodation from the time of the application screening up until the time that the resident voluntarily vacates or is forcibly evicted from the dwelling unit.
6. Under **24 CFR § 8.24**, examples of reasonable accommodations include, but are not limited to:
  - a. Making alterations to a CHA unit to make it accessible so that it can be used by a resident with disabilities or a member of the resident’s family;
  - b. Transferring a resident from a unit that cannot be made accessible to a unit that is accessible;

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<sup>1</sup> 24 CFR § 960.203 does not reference this CHA initiated policy directly but the CHA uses the tenant selection criteria as a guideline.

<sup>2</sup> A copy of the CHA’s Reasonable Accommodation Policy and Procedure manual is available upon request.

- c. Widening the door of a community room or public restroom so a person with mobility impairment may use the facility;
  - d. Adding or altering unit or common area features so it may be used by a qualified applicant or resident with a disability, including but not limited to:
    - i. Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing impaired member;
    - ii. Adding structural grab bars in the bathroom;
    - iii. Changing the doorknobs to lever-type door handles;
    - iv. Modifying a kitchen to make it accessible;
    - v. Providing accessible kitchen appliances;
    - vi. Installing a visual aid for necessary utilities;
    - vii. Modifying a bathroom to make it accessible; or
    - viii. Lowering the peephole on the door.
  - e. Permitting a family to have an assistance animal for a family member with a disability in a development where no pets are allowed or the size and/or type of the animal is limited;
  - f. Offering programs and services at locations accessible to individuals with disabilities; **24 CFR § 8.21.**
  - g. Making sure that CHA policies are accessible to applicants and residents with disabilities or cognitive impairments. Upon request, the CHA may make adjustments, such as the following as allowed under **24 CFR § 8.6:**
    - i. Making large type documents, Braille documents, cassettes, or a reader available to an applicant or resident with a vision or cognitive impairment during interviews or meetings with CHA staff;
    - ii. Making a sign language interpreter available to an applicant or resident with a hearing impairment upon request, and at no expense to the applicant or resident, during interviews or meetings with CHA staff; and
    - iii. Permitting an applicant or resident with a disability to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with the CHA if the individual desires such representation.
  - h. Permitting an outside agency or individual to assist an applicant with a disability to successfully complete the applicant screening; or
  - i. Permitting an outside agency or individual to assist a resident with a disability to meet the essential obligations of tenancy.
7. An accommodation is not reasonable if it:
- a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of the program of the CHA.
- 24 CFR § 8.21(b), § 8.21(c) and 24 CFR § 8.24(a) (2)**
8. An applicant or resident family who has a qualified member with a disability must be able to meet the essential obligations of tenancy in the **CHA Residential Lease Agreement**. **24 CFR § 8.3.**<sup>3</sup>

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<sup>3</sup> Qualified individual with disabilities **24 C.F.R. § 8.3 (c)**

9. If a qualified applicant or resident family member requests assistance with one of the essential obligations of tenancy, the CHA may, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20.**
10. If a qualified applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service. However, if the essential obligations of tenancy cannot be met or a lease violation continues, the CHA may deny the applicant or terminate the lease of the resident.
11. If a qualified applicant or resident would prefer not to discuss his/her disability with the CHA, that is his/her right.

**C. Affirmatively Furthering Fair Housing**

1. The CHA is committed to developing and implementing initiatives to affirmatively further fair housing as mandated by the Fair Housing Act.
2. The CHA will use federal financial assistance and other program resources to overcome barriers to fair housing for public housing applicants and residents, including but not limited to:
  - a. Development of an analysis of impediments
  - b. Action planning and implementation
  - c. Recordkeeping and assessment
3. The CHA will display the Fair Housing poster at the main office and all property management offices. **24 CFR § 110**
4. The CHA will include the Fair Housing advertising and logo on all documents distributed to applicants and residents and any advertising materials.
5. The CHA will comply with all data collection requirements for recipients based on race, color, religion, sex, national origin, age, handicap, and family characteristics. **24 CFR §121.**
6. The CHA will utilize HUD's Fair Housing Planning Guide when making decisions regarding fair housing policy.

**D. Making Programs and Facilities Accessible to People with Disabilities**

1. To permit people with disabilities to take full advantage of CHA housing programs and activities, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, the CHA will comply with all requirements and prohibitions in applicable law. Reasonable accommodations are subject to the undue burden and fundamental alteration tests. If the requested reasonable accommodation does not cause an undue burden or fundamental alteration, the CHA will work to make physical modifications or revise procedures that create a barrier to equal housing opportunities for all.
2. Facilities and programs used by applicants and residents shall be accessible to persons with mobility and sensory impairments and other persons with disabilities. These facilities include but are not limited to: application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms, etc. (to the extent that the CHA has such facilities). If the CHA offers such facilities, and none are accessible, some will be made so, subject to the undue financial and administrative burden test. It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available. For example, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities. **24 CFR § 8.21.**
3. Documents used by applicants and residents will be offered in an alternative format upon request and will be accessible for those with vision, hearing, or other sensory impairments. In addition, documents will be written in simple and clear language to enable applicants and residents with learning or cognitive

disabilities to understand as much as possible. **24 CFR § 8.6.**

**E. Violence Against Women Act**

1. The Violence Against Women Reauthorization Act of 2005 applies to both men and women equally.
2. The CHA and its private property management companies must keep information regarding Victims of Domestic Violence, Sexual Violence, Dating Violence or Stalking confidential and in accordance with Privacy Laws:
  - a. Any VAWA documentation provided shall not be entered into any shared database.
  - b. Employees and/or property management will not have access to VAWA documentation unless explicitly authorized by designated VAWA staff.
  - c. The CHA shall not disclose VAWA documentation to any other entities or outside agencies unless the disclosure of the documentation is:
    - i. Requested or consented to by the individual, in writing, who is requesting VAWA protections; or
    - ii. Required for use in an eviction proceeding; or
    - iii. Otherwise required by applicable law.
3. Documenting Domestic Violence, Sexual Violence, Dating Violence or Stalking
  - a. To provide a resident or applicant who is a victim of domestic violence, sexual violence, dating violence or stalking the considerations outlined in this ACOP and Lease, the victim must document, that the resident or applicant is indeed a victim. The Property Manager and/or the CHA shall verify all the information given to them regarding the above..
  - b. A victim may submit unconventional evidence to document domestic, sexual violence, dating violence or stalking. However, depending on the arrangements and/or modification requested, different types of documented evidence may be required. Documentation that may be requested, includes but is not limited to:
    - i. The HUD-approved certification form signed by the resident or applicant.
    - ii. A certified statement from an employee, agent, or volunteer of a victim services provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual violence or stalking.
    - iii. .A Federal, state, or local police report; and/or
    - iv. A current Order of Protection.
4. The CHA may remove a household member from a lease without regard to whether the household member is a signatory to the lease (through lease bifurcation), in order to evict or terminate occupancy rights of any tenant or lawful occupant who engages in criminal acts of physical violence against other authorized household members without evicting or terminating the occupancy rights of the victim of such violence. **24 CFR § 5.2007**

**F. Persons with Limited English Proficiency (LEP)**

1. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English (Limited English proficient, or “LEP”) may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. **24 CFR § 1 & 100.**
2. The CHA seeks to provide fair and reasonable access to its programs and services for LEP individuals through its Language Assistance Plan (LAP). The CHA will take into consideration the

- following four-prong analysis to ensure access to its programs, services and activities for LEP individuals:
- a. The number or proportion of LEP residents, applicants and members of the community served or encountered by the CHA in the greater Chicago area;
  - b. The frequency in which LEP persons using a particular language come in contact with the CHA;
  - c. The nature and importance of the interactions regarding the program, activity, or service provided by the CHA; and
  - d. The resources available to the CHA, and costs associated with different language service options.
3. Written materials and telephone greetings used to communicate with CHA residents, applicants, or potential applicants will be made available in Spanish to increase access for the large Latino population in Chicago and Greater Chicago region. Written materials to be made available in Spanish include documents such as leases, forms, policies, and notices to CHA residents and applicants; as well as marketing materials promoting housing opportunities used when doing affirmative marketing. Spanish-speaking personnel shall be made available in key departments and offices, including property management offices managing developments with high concentrations of Latinos, which interact frequently with Spanish-speaking CHA residents, applicants, or potential applicants.
4. The CHA, by way of property managers, will accommodate applicants and residents who cannot read, but understand English or Spanish, by reading written notices to them and explaining anything that would normally be distributed in writing.

## II. Processing of Applications and Eligibility for Admission

The CHA maintains wait lists and applies a preference and an income tiering system in the selection of applicants from its wait lists. When units become available and an applicant's name nears the top of the wait list, the CHA will conduct a review to determine eligibility and suitability for admission. The CHA and property management staff will review and verify all information provided by the family. Upon verification of applicant information, a final determination of qualification for admission is made. If found ineligible for housing, applicants will have the opportunity to explain mitigating circumstances and provide additional information. Only families that meet the CHA eligibility criteria and pass applicant screening will receive a unit offer for public housing. The CHA will house applicants in accordance with the available housing stock.

### **A. Affirmative Marketing 24 CFR § 960.103.**

1. It is the policy of the CHA to administer its housing programs affirmatively, to achieve a condition in which housing is made available to eligible individuals regardless of their race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. The CHA shall pursue affirmative fair housing marketing policies in soliciting applicants, in determining their eligibility, and in concluding rental transactions.

### **B. Qualifying for Admission Eligibility**

1. The CHA will **only** admit applicants who are qualified<sup>4</sup> according to the following criteria:
  - a. Are a family, as defined in Section XIV of this policy, with the head of household age 18 or older, or who is an emancipated minor;
  - b. Meet HUD requirements on citizenship or eligible immigration status; **24 CFR § 5.506.**
  - c. Are low-income with an annual gross income that does not exceed 80% of area median income (AMI) or the income limits established by HUD by family size; **24 CFR § 960.102.**
  - d. Provide documentation of Social Security numbers (SSN) for all family members or sign a certification under penalties of perjury for each family member that does not have a SSN; and **24 CFR § 5.216.**
  - e. Meet the admissions screening criteria in Section II.G. of this policy, including completion of a CHA-approved pre-occupancy orientation session, if requested. **24 CFR § 960.202 and 203.**

### **C. Processing Applications for Admission**

1. The CHA will accept and process applications in accordance with applicable HUD regulations, when a wait list is open and the applicant is eligible to apply. For the purpose of placing applications on the wait lists, the CHA will assume that the facts, as self-certified to by the applicant in his/her application, are correct. All facts provided on the application will be verified later when screening applicants for suitability.
2. As units become available, applicants at the top of the wait list whose family composition and accessibility requirements match the features<sup>5</sup> of the available units will be required to attend an interview to complete their applicant file, confirm eligibility and be screened to determine suitability. Applicants who fail to attend their scheduled interview or who do not respond to the outreach to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

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<sup>4</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection criteria. This term is taken from the Section 504 regulations. "Qualified Individual with Handicaps" **24 CFR § 8.3**

<sup>5</sup> For example, bedroom size or accessibility features of the unit.

3. Every application file for admission to public housing shall include: the applicant's name, SSN, date of application, application number, applicant's race and ethnicity (if disclosed), amount and source of income, family compositions so that a unit bedroom size can be assigned, eligibility determination, the date, location, identification, and circumstances of each vacancy that was offered but refused, accessibility requirements, if any and admissions preference, if any.
  - a. The following information will be verified to determine qualification for admission to CHA housing: **24 CFR § 960.259.**
    - i. Family composition and type (e.g. elderly, non-elderly, etc.);
    - ii. Annual income;
    - iii. Assets and asset income;
    - iv. Deductions from income;
    - v. Social Security numbers of all family members<sup>6</sup>;
    - vi. Citizenship or eligible immigration status of all family members;
    - vii. CHA Work Requirement Criteria;
    - viii. Admissions Preferences;
    - ix. Compliance with admissions screening criteria;
    - x. Criminal background; and
    - xi. History of payment of rent and utilities.
  - b. Third-party verification is required for the information listed above. Any other form of verification requires notation in the file explaining its use. **24 CFR § 960.259.**
4. Emergency applicants, who are victims of federally declared disasters, will be processed on an as needed basis before applications from the wait list.

**D. Establishing and Maintaining the Wait list**

1. The CHA will administer wait lists as required by HUD regulations.
2. Applications will be accepted for the purpose of adding applicants to a wait list only when a wait list is open.
  - a. A wait list may remain open for an indefinite period of time if the number of applicants on the wait list does not exceed the number of applicants needed to fill anticipated vacancies.
  - b. A wait list may be opened for a defined period of time if the number of persons projected to apply within this period exceeds the number of applicants needed to fill anticipated vacancies.
3. Applicant names will be removed from a wait list if the applicant fails to respond to attempts made by the CHA or property manager to contact or communicate with them or at the applicant's request. **24 CFR § 960.206.**
4. The CHA will periodically update each wait list by contacting all applicants in writing<sup>7</sup>. All applicants are responsible for maintaining the accuracy of the personal information provided on his/her application (i.e. applicant must communicate changes to address, telephone number, family composition, or income).

**E. The Preference System for Admissions 24 CFR § 960.206.**

1. Preferences establish the order of applicants on the wait list. An admissions preference does not

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<sup>6</sup> If a member of the applicant's family does not have eligible immigration status, the member will not need to provide a Social Security number but will be required to sign a certification for every family member who does not have a Social Security number and the resident's rent will be prorated accordingly.

<sup>7</sup> Or alternative format requested by qualified applicant with a disability.

- guarantee admission. Every applicant must still meet CHA admissions screening criteria before the CHA will offer a unit.
2. Preferences will be granted to applicants on the wait list who are otherwise qualified and who, at the time of applicant screening, are verified to meet the definitions of the preferences described in this section. **24 CFR § 960.206.**
  3. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will be placed back on the wait list with no preference by the original date of application and the applicant will receive a written notice of this determination. The notice will contain a brief statement of the reasons for the determination and information about how to request a review of the decision with a designee of the CHA. Denial of a preference does not prevent the applicant from exercising any legal rights if he/she believes discrimination contributed to the CHA's decision to deny the preference. **24 CFR § 960.206.**
  4. It is the applicant's responsibility to notify the CHA of any change in his/her preference status. If an applicant's preference status changes while on the wait list, the applicant's position on the wait list will be adjusted to reflect the change. The applicant will retain their original date of application when a change is made.
  5. Local Preferences Based on Income Targeting  
There is one local preference in effect based on ranges of income as required by federal law. Applicants will be grouped as follows: **24 CFR § 960.202(b).**<sup>8</sup>
    - a. **Tier I:** Families with incomes between 0% and 30% of AMI. This group must constitute at least 50% of all admissions in any year.<sup>9</sup> **24 CFR § 960.202(b).**
    - b. **Tier II:** Families with incomes between 31% and 80% of AMI. The target for this group is no more than 50% of all admissions in any year.The CHA will use the above income targeting preferences to achieve a balance between low-income and very low-income families to whom it leases.
  6. Ranking Preferences for the Community-wide (Traditional Family) Wait List **24 CFR § 960.206.**  
Ranking preferences are used to sort among applicants in the same manner as local preferences. The CHA has established four hierarchic ranking preferences for the community-wide (traditional family) wait list. The preferences are listed, in order, below:
    - a. **First,** Emergency Applicants who are Victims of Federally Declared Disasters;
    - b. **Second,** Domestic Violence Victims;
    - c. **Third,** Veterans, Active or Inactive Military Personnel and Immediate Family Members of both; and
    - d. **Fourth,** Family Preservation.Families that do not qualify for ranking preferences will be categorized as "no-preference" families.
  7. Geographic Preferences for the Community-Wide (Traditional Family) Wait List  
Applicants may select only one geographic region designated as a preferred area within the city on the application for housing. Applicants who do not select a geographic region will be offered the first available unit, regardless of the geographic region.
    - a. By selecting one of these geographic preferences the applicant may be offered a unit at any Traditional Family Property, Mixed Income Property, or Scattered Site located in that particular geographic area. This preference does not guarantee admission and every applicant must meet

<sup>8</sup> In addition, when the Plan for Transformation is complete, the CHA will implement deconcentration at family properties. **24 CFR § 903.7(b).**

<sup>9</sup> The CHA has opted to select a higher percentage of extremely low-income families than that required by the federal regulations.

CHA admissions screening criteria.

- b. Refusal of a unit offer within the geographic preference without good cause will result in the applicant's name being removed from the wait list.
- c. Refusal of a unit offer within the geographic preference with good cause will result in the applicant being returned to the wait list.
- d. CHA may consider extenuating circumstances on a case by case basis after one good cause for refusal has been provided.

Refusal of a second unit offer at a different development, with or without good cause, will result in the applicant's name being removed from the wait list.

8. Definition of Ranking Preferences applicable to the Community Wide (Traditional Family) Wait List:

- a. Emergency Applicants who are Victims of Federally Declared Disasters: Families or individuals who are displaced from their place of permanent residence due to a federally declared disaster and apply for CHA housing.

The CHA will make unit offers to verified victims of federally declared disasters, in accordance with the extent and type of housing resources available at the time of the need. New emergency applicants who are victims of federally declared disasters must qualify for admission to CHA housing as listed in II.B.

The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the Victims of Federally Declared Disasters preference list.

If the applicant is called from screening and the verification information is older than 12 months, then the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the Victims of Federally Declared Disasters preference.

1. First priority: Individuals and families who were public housing residents or Housing Choice Voucher (HCV) participants and are victims of a federally declared disaster may receive a unit offer.
2. Second priority: Individuals and families who were not public housing residents or HCV participants and are victims of a federally declared disaster may receive a unit offer.

If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name, SSN, and all signed release and consent forms of the head of household and all family members 18 years of age or older. The CHA will verify the family's current eligibility by using HUD's Enterprise Income Verification (EIV) system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and through a criminal/credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the HCV Program or establishes eligibility. CHA will inform all emergency applicants how to obtain a free copy of their credit check. CHA will provide a copy of the criminal background check to any emergency applicant who has been denied eligibility due to criminal activity.

- b. Domestic Violence Victims: Applicants who can provide documentation that they have been displaced by domestic violence, sexual violence, dating violence, or stalking or need to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking. The terms domestic violence, sexual violence, dating violence, and stalking are explained in detail in Section XIV entitled "Definition of Terms Used in This Statement of Policies."

1. Once the preference is requested, the CHA will place the applicant on the domestic violence preference wait list based on time of request and appropriate bedroom size.

2. The applicant must supply written documentation that he/she has been displaced or needs to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking.
  3. The applicant must supply the documentation within 14 business days of making a request for the preference.
  4. Failure to provide this information will result in the applicant being returned to the family wait list without the domestic violence preference.
- c. Veterans, Active or Inactive Military Personnel and Immediate Family Members of Both: An eligible applicant who can document that he/she is a veteran, or is the immediate family member<sup>10</sup> of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.
1. The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the preference list.
  2. If the applicant is called for screening and the verification information is older than 12 months, the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the preference.
- d. Family Preservation: Applicants who can document that their child(ren) are at risk of placement outside the household by a recognized agency, such as the Illinois Department of Children and Family Services (DCFS), or by a court because of inadequate shelter or environmental neglect, or whose child(ren) cannot be returned to the home until the family can provide for the child(ren)'s subsistence needs.
9. **Ranking Preferences for Senior Designated Housing Property Site-based Wait Lists 24 CFR § 960.206**

The CHA has implemented the 2010 Senior Designated Housing Plan (SDHP). Under the current SDHP, all senior buildings are classified as either Traditional Senior Buildings or Reduced Age Senior Buildings. A building is classified a Reduced Age Senior Building on a quarterly basis, if the building has had an occupancy level that has fallen below 90% for six consecutive months. A building will return to a Traditional Senior Building if the building maintains a 98% occupancy level for one year.

e. Traditional Senior Buildings

At Traditional Senior Buildings applicants must be 60 years old or older to apply and 62 years old or older to be eligible for a unit offer. Ranking preferences are used to sort among applicants within the local preference income tiers. The CHA has established a ranking preference for the Traditional Senior Buildings site-based wait list, which will raise an age eligible applicant to the top of the wait list by date of application. The ranking preference categories listed below have the same weight on the wait list:

- i. Domestic Violence Victims;
- ii. Elder Abuse Victims; or
- iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.

f. Reduced Age Senior Buildings

At Reduced Age Senior Buildings applicants must be 55 years old or older to apply and 55 years

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<sup>10</sup> An Immediate family member is defined as a parent, legally protected relationship or child of the veteran or active/inactive personnel.

old or older to be eligible for a unit offer. Ranking preferences are used to sort among applicants within the local preference income tiers. The CHA has established three hierarchic ranking preferences for the Reduced Age Senior Buildings site-based wait list based on age eligibility in an effort to preserve the senior designation of the buildings. The hierarchal ranking preferences are listed, in order, below:

- i. **First** to applicants who are 62 and older
- ii. **Second** to applicants who are 60-61 years old
- iii. **Third** to applicants who are 55-59 years old

In addition to the age eligibility ranking, applicants may request a ranking preference for any of the following three categories, which have the same weight and are listed in order, below:

- i. Domestic Violence Victims;
- ii. Elder Abuse Victims: or
- iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.

Any age eligible applicant that has a Domestic Violence, Elder Abuse Victim or Veteran ranking preference will be prioritized on the wait list by date of application.

g. Senior Buildings With Accessibility Units

Additionally, all senior site-based wait lists accept applications from heads of households who are 55 years old and older who require units with accessible features. These individuals will be given a preference for an accessible unit for the senior site-based wait list in the CHA's housing management system. Applicants who are age 55 -59 and do not require a unit with accessible features will be denied from being placed on the senior site-based wait list. In an effort to preserve the senior designation of the buildings, the CHA follows the hierarchal ranking preferences as listed, in order, below:

- i. **First** to applicants who are 62 and older
- ii. **Second** to applicants who are 60-61 years old
- iii. **Third** to applicants who are 55-59 years old

10. Definition of Ranking Preferences applicable to Senior Designated Housing Property Site-based Wait Lists <sup>11</sup> **24 CFR § 960.206.**

- a. Domestic Violence Victims: Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in II.E.8.a.
- b. Elder Abuse Victims: Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources. Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.
- c. Veterans , Active and Inactive Military Personnel and Immediate Family Members of both: An eligible applicant who can document that he/she is a veteran, or is the immediate family member<sup>12</sup> of a veteran (living or deceased), or is active/inactive personnel of the United States Armed

<sup>11</sup> Buildings or portions of buildings designated through adherence to HUD requirements.

<sup>12</sup> An Immediate family member is defined as a parent, legally protected relationship or child of the veteran or active/inactive personnel.

Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

- d. The CHA will not lower the age for the head of household below 55 at any senior designated housing property.
  - e. Elderly families who do not qualify for this ranking preference will be categorized as no-preference families.
11. Scattered site community-area wait lists are governed by the Gautreaux court order.
  12. Accessible Units: Qualified applicants on the wait list that require an accessible unit will be offered an available vacant accessible unit before it is offered to an applicant who does not need the features of the unit. See Section III.I. for the order in which accessible unit offers are made.

#### **F. Screening Applicants for Suitability**

The CHA will determine an applicant's suitability for tenancy for the type of unit being offered at the time of screening. All applicants will be screened in accordance with HUD regulations and established management practices. Screening will include a criminal background, credit, and residential history check. The CHA will review an applicant's criminal background from as far back as reasonably necessary for certain crimes.

1. During screening, the CHA requires applicants to demonstrate their ability to comply with the essential obligations of tenancy and the provisions of the lease, which include: **24 CFR § 960.202 – 205.**
  - a. To pay rent, utilities, and other charges as required by the lease in a timely manner;
  - b. To care for and avoid damaging the unit and common areas;
  - c. To use facilities and equipment in their intended way;
  - d. To create neither health nor safety hazards;
  - e. To report damages and maintenance needs;
  - f. To not interfere with the rights and peaceful enjoyment of others;
  - g. To avoid damaging the property of others;
  - h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff, or people in the immediate vicinity;
  - i. To not engage in drug-related criminal activity; and
  - j. To comply with the program requirements of HUD and the CHA.
2. The CHA will determine each applicant family's ability to comply with the essential obligations of tenancy and the provisions of the lease.
3. A qualified applicant with a disability may comply with the essential obligations of tenancy if he/she can demonstrate that assistance with caring for the unit, if needed, has been secured. The CHA will grant a reasonable accommodation to the applicant as outlined in Section I.B. **24 CFR § 8.20.**
4. An applicant who qualifies as a victim of domestic violence, sexual violence, dating violence, or stalking may provide incomplete rental and employment histories, otherwise required as a condition of admission or assistance, when disclosure of such rental and employment history is directly related to the situation of domestic violence sexual violence, dating violence, or stalking or would jeopardize the safety of the applicant or the applicant's family members.
5. All applicants and household members age 18 and over (including live-in aides) will be subject to a criminal/credit background check. The CHA will provide information to all applicants regarding how to

obtain a free copy of their credit report. If housing is denied based on the criminal background information, the CHA will provide a copy of the criminal background information used.

6. The CHA will conduct a credit check on the applicant head and co-head of household to determine whether the applicant has a history of non-payment of rent or utilities.
7. The CHA will perform a credit check on the applicant head, co-head, and all members of the applicant household age 18 years or older to verify income information, to determine if the person owes funds to any housing authority for any program, to confirm last place of residency and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided. CHA will also perform a credit check on live-in aides for verification of everything listed above except for income information.
8. All adult applicant household members' past two years of residential history, including any lease violations, will be reviewed and verified.
9. All household members, age 18 and over, must sign all consent forms that authorize the CHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance, including the HUD Form 9886 and the CHA Authorization and Consent Release Form, this includes obtaining arrest, conviction and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886 and the CHA Authorization and Consent Release Form, will result in the applicant's rejection.

The request for a person's fingerprints will be limited to those situations where there is conflicting information regarding the person's criminal history or when the law enforcement records center requires the fingerprints for positive identification (e.g. multiple individuals with the same name). Failure to meet the requirements of the background check will result in the rejection of the applicant.

10. Administrative costs incurred to complete the applicant screening process will be paid for by the CHA or property managers.
11. The CHA will comply with the provisions of the Juvenile Court Act, 705 ILCS 405/1-7 and 705 ILCS 405/1-8.

#### **G. Admissions Screening Criteria**

In addition to the eligibility criteria listed in Section II. B, the CHA will use the following screening criteria in this section to determine if an applicant will be accepted or rejected for housing. If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name and SSN of the head of household. The CHA will verify the families' current eligibility by using HUD's EIV system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and a criminal/credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the HCV Programs, or establishes eligibility.

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered. **24 CFR § 960.203.**
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents may be denied. **24 CFR § 960.203.**
3. Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant.
4. Applicants who have been evicted from the CHA or any other subsidized housing program within the last two years from the date of the eviction for nonpayment of rent will have his/her application denied.
5. Applicants who owe funds to the CHA or any other housing authority for any program that the CHA or

- another housing authority operates will be denied. **24 CFR § 960.203.**
6. Applicants who owe funds or judgment debts to any utility company or cannot obtain utility connections will be denied.
  7. An applicant family who does not meet the age eligibility requirements for senior designated housing stated in Section II.E.8, will not be offered a unit in a senior designated building.
  8. Applicants must provide documentation that family members who will reside in the household between the ages of 7 and 17 are enrolled in and will attend school regularly. If regular attendance cannot be verified, the applicant must prove that the child(ren) is enrolled in school and demonstrate an improved attendance record.
  9. Applicants must provide documentation that children age 13 and under will be adequately supervised when an adult is not present in the unit. (e.g. attending an after-school program while adult family member are at work).
  10. Applicants, co-applicants, and all members of the applicant's household age 18 to age 55 are subject to the CHA Work Requirement as outlined in Section VIII. Note: Applicants are not eligible for safe-harbor status. Applicants must either be compliant with the CHA Work Requirement or exempt as outlined in Section VIII.
  11. Applicants on the wait list will be sent information outlining the work requirement and resources available throughout the city to help them meet the requirement. If an applicant is contacted for screening and is currently not meeting the work requirement, his/her spot on the list will be deferred for up to 12 months. Once the applicant becomes compliant with the work requirement she/he will be offered the next available unit. If the applicant is unable to meet the work requirement within the 12 month deferment period she/he will be removed from the wait list.
  12. If a member in the applicant household age 17 is not enrolled in school, the applicant must supply documentation that the child is employed for a minimum of 20 hours per week or otherwise in compliance with the CHA Work Requirement.
  13. The CHA is required to deny applications based on certain criminal activities or drug-related criminal activities by household members:
    - a. The CHA is required to deny any applicant, for three years from the date of eviction, if any household member has been evicted from any federally-assisted housing for drug-related criminal activity. However, the CHA may admit the household if the CHA determines that: **24 CFR § 960.204(a)**.
      - i. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CHA;
      - ii. The circumstances leading to the eviction no longer exist (e.g. the household member involved in the drug-related criminal activity is imprisoned); or
      - iii. The applicant household will not include the household member involved in the drug-related criminal activity. **24 CFR § 960.203(c)(3)(i)**.
    - b. The CHA is required to deny the application of a household if the CHA determines that:
      - i. Any household member is currently engaging in illegal use of a drug; **24 CFR § 960.204(a)(2)**<sup>13</sup>
      - ii. There is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the

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<sup>13</sup> For purposes of this section, a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current. **24 CFR § 960.204(2)(i)**

- premises by other residents; **24 CFR § 960.204 (a)(2)(ii)**.
- iii. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally-assisted housing; **24 CFR § 960.204 (a)(3)**.
  - iv. Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program, including the ten-year Illinois State Sex Offender Registration Act; or **24 CFR § 960.204(a)(4)**
  - v. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.<sup>14</sup> **24 CFR § 960.204(b)**.
14. In addition to the federally-required rejections for criminal activity, the CHA will deny applicants if the CHA can document via police arrest and/or conviction documentation that:
- a. An applicant or household member has ever been convicted of arson or child molestation. **24 CFR § 960.203 (c)(3)**.
  - b. An applicant or household member has ever been convicted of a crime that requires them to be registered under a state sex offender registration program including the ten-year Illinois State Sex Offender Registration Act.
  - c. An applicant or household member has ever been convicted of the manufacture or production of methamphetamine on any premises.
  - d. An applicant or household member has a criminal history in the past three years that involves crimes of violence to persons or property as documented by police arrest and/or conviction documentation. **24 CFR § 960.203(c)(3)**.  
Crimes of violence to persons or property include, but are not be limited to, homicide or murder; destruction of property or vandalism; burglary; armed robbery; theft; trafficking, manufacture, use, or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence, dating violence, or stalking; weapons offenses; criminal sexual assault; home invasion; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives. **24 CFR § 960.203(c)(3)**.
  - e. Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three years from the date of eviction.
  - f. Any applicant or household member has been paroled or released from a facility within the last three years for violence to persons or property.
  - g. Any applicant or household member has a pattern of criminal history that involves crimes of violence to person or property or drug-related criminal activity as documented by police arrests and/or conviction documentation.
  - h. If the CHA denies an applicant based upon information from any pending criminal matter, the applicant's name will remain on the wait list until documentation is presented showing the outcome of the case.
15. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

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<sup>14</sup> The CHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

16. Applicants must be able to demonstrate the ability and willingness to comply with the terms of the CHA lease, either alone or with assistance that they can prove they will have at the time of admission.<sup>15</sup> Availability of assistance is subject to verification by the CHA.

**H. Screening Applicants with Mitigating Circumstances 24 CFR § 960.203(d).**

1. If information received through screening negatively impacts an applicant's qualification for admission, the CHA shall consider the time, nature, and extent of the applicant's conduct and any factors that might indicate a reasonable probability of favorable future conduct. Mitigating circumstances must be verifiable to be considered.
2. The CHA will consider whether individuals who have engaged in behavior that negatively impacts their qualification for admission can document that they have been rehabilitated.
3. Applicants are encouraged to inform the CHA of any history of domestic violence, sexual violence, dating violence, or stalking if the applicant believes it may affect his/her screening.
  - a. An applicant who is a victim of domestic violence, sexual violence, dating violence, or stalking will have a reasonable opportunity to present information regarding his/her status as a victim and the causal relationship between the violence and how it has impacted his/her ability to meet other eligibility criteria such as an acceptable credit and rental payment history, landlord references, eviction history, employment history, or criminal history.
  - b. If the modified consideration is based on the work requirement, the applicant must submit documentation to show if there are any established hours the applicant can work. The amount of hours the applicant is able to work shall be determined by a verified agency and this amount of hours will be the applicant's established work hours for admission to CHA. Once housed, continued lease compliance requires re-examination every 90 calendar days, including information about any steps that have been taken to meet the full work requirements established for the property.

**I. Determination of Qualification for Admission**

1. Upon verification of applicant information, a final determination of qualification for admission is made.
2. Qualified families will be notified by the CHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by the CHA is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208(b).**
3. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and information on the mitigating hearing procedure if the applicant wants to request a hearing. At the mitigating hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by the CHA to make the decision. Mitigating hearings for applicants are different from the informal hearings of the resident grievance process. Applicants are not entitled to use of the resident grievance process contained in the **CHA Resident's Grievance Procedure**. **24 CFR § 960.208(a).**
4. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Applicants with disabilities are encouraged to present additional information at the initial interview; however he/she may request an additional meeting to present such information.

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<sup>15</sup> Applicants whose landlord, financial, criminal, and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants with disabilities who demonstrate that an agency or individual will assist them with complying with the essential obligations of tenancy will be considered to have met this criterion. Applicants whose housing situations make it difficult for the CHA to determine whether or not they are able and willing to comply with lease terms (e.g. they are homeless, living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms.

5. Applicants who are victims of domestic violence, sexual violence, dating violence, or stalking and are denied admission because they did not pass applicant screening are encouraged to present any information which directly identifies them as victims of domestic violence, sexual violence, dating violence, or stalking. The CHA will determine if domestic violence, sexual violence, dating violence, or stalking is a factor in the unfavorable results of screening. The CHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, or stalking.

**J. Occupancy Guidelines: HUD Occupancy Standards Statement of Policy Notice, Dec. 18, 1998 Federal Register**

Applicants who pass screening and are qualified for housing will be placed on a wait list and assigned a unit size based on the Occupancy Guidelines established in this section. Units shall be occupied by families of the appropriate size. Generally, two people are expected to share a bedroom.

**Number of Persons Per Unit Standard**

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
Studio	1	2
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

1. The following principles govern the size of a unit for which a family will qualify. Units will be assigned so that:
  - a. A head of household (leaseholder) shall not be required to share a bedroom unless the head of household is married, in a consensual relationship, or otherwise agrees to share a bedroom.
  - b. If the applicant or a member of the applicant's household is pregnant, unborn children will be counted in determining unit size when the family supplies documentation of pregnancy.
  - c. A single pregnant head of household may agree to share a bedroom with her child(ren) once born, but must agree to occupy the unit until the child turns age two or until the family size increases through birth, adoption, or court awarded custody of a child.
  - d. The CHA will count a child who is temporarily away from the home attending school, so long as the family can document that the child will be living with the family during the summer and vacation months.
  - e. The CHA will not count a child(ren) as living in the household if the parent has lost or terminated parental rights. The family must inform the CHA of a termination of parental rights within 10 calendar days of the occurrence.
  - f. A live-in aide shall not be required to share a bedroom with the head of household. A resident's bedroom size will not be adjusted to accommodate the family members of a live-in aide; a live-in aide's family members cannot cause overcrowding in the unit. If the addition of the live-in aide will not overcrowd the current unit, the CHA will not increase the bedroom size.
  - g. Children who are subject to a joint custody agreement but live with the applicant, at least 51% of the time, will be considered members of that household. (51% of the time is defined as 183 days of the year, which do not have to run consecutively). Legal certification is required from families who claim joint custody or temporary guardianship.
2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodations for people with disabilities. In such cases, third-party documentation attesting to the need for additional

bedroom size may be deemed necessary on a case-by-case basis. The CHA reserves the right to perform unit inspections to determine the continuing need for additional bedrooms.

3. When a family applies for housing and the wait list is updated, some families may qualify for more than one unit size. The CHA will make a housing offer of the appropriate size unit in accordance with the first unit available and the Number of Persons per Unit Standards. Refusal of a unit offer solely because an applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.
  - a. At senior designated housing properties with studio and one bedroom apartments, applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer or refusal to be screened for a unit at a particular site without good cause will result in the applicant's name being removed from the wait list. When applicants with an initial good cause refusal, refuse to accept a second unit offer or refuse to be screened with or without good cause, his/her name will be removed from the wait list.
  - b. Applicants are responsible for making changes in family composition on their application by informing the CHA. If a family is offered a unit and they no longer qualify for the unit size, they will be placed on the appropriate list, retaining their preferences and date of application. The timeframe for a unit offer may differ once the family size is updated.
  - c. The CHA shall change the family's list when warranted at any time while the family is on the wait list.
  - d. Units will be leased without regard to race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity) , marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5**

**K. Residents governed by the 10/1/99 or Post 10/1/99 Relocation Rights Contract**

1. Residents who are being relocated back to public housing as part of the Plan for Transformation per the 10/1/99 RRC and Post 10/1/99 RRC are subject to the same screening criteria process as a public housing applicant.

### III. Tenant Selection and Assignment Plan

The Tenant Selection and Assignment Plan (TSAP) is the CHA policy that determines how applicants will be placed on the wait 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 CHA wait list.

#### **A. Tenant Selection and Assignment Plan (TSAP)**

1. Emergency applicants who are victims of federally declared disasters will be offered units on an as needed basis before applicants from the wait list. Applicants from the wait list will be offered units after existing residents receive an offer in accordance with the **CHA Leaseholder Housing Choice Relocation Rights Contract 10/1/99 (RRC)** or the **CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 (Post 10/1/99 RRC)** and the Transfer Policy in Section V.
2. Existing residents, who are required to move under the RRC, and the Post 10/1/99 RRC will be processed in accordance with the contracts. Existing residents who are required to transfer by the CHA will be processed in accordance with the Transfer Policy in Section V.
3. All unit offers will be made in writing,<sup>16</sup> and the CHA will not discriminate on grounds of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.

#### **B. Administering Wait Lists**

1. For the community-wide (traditional family) wait list, marketing, initial application intake, application processing, and wait list management will be performed by the CHA. Applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted by the property management company.<sup>17</sup> Property managers are required to report to the CHA on all outreach efforts to applicants, applicant ineligibility findings, unit offers, assignments, and refusals.
2. For community-area (scattered site) wait lists, marketing, application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted by the property manager. Application processing and wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. After outreach is complete, property managers are required to forward applications to the CHA for applicants to be placed on the wait list. Property managers must report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

Property management shall maintain a copy of each application forwarded to the CHA. The CHA will process applications and place applicants on the appropriate wait list. Property managers are required to report to the CHA on all outreach efforts and each applicant's final status as a result of the outreach efforts, as well as all unit offers, assignments, and refusals.

3. For the transfer wait list, resident interviews, eligibility determination, housing offers, and unit assignments will be performed by the receiving property manager. Criminal and credit background screening, transfer processing, and management of the transfer wait list will be performed by the CHA.<sup>18</sup> Exceptions include transfers made within the development including, but not limited to, transfers to the appropriate bedroom size of over housed families and emergency transfers that are expedited and completed by the property manager. All inter-development transfers are required to be processed by the CHA.

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<sup>16</sup> Or alternative format as a result of a request for a reasonable accommodation by a qualified applicant or resident with disabilities.

<sup>17</sup> For public housing units in mixed-income/mixed-finance properties, determination and housing assignment will be performed by the property manager of the mixed-income/mixed-finance property.

<sup>18</sup> For public housing units in mixed-income/mixed-finance properties, determination and housing assignment will be performed by the property manager of the mixed-income/mixed-finance property.

4. For the site-based wait lists, marketing, application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be completed by the property manager. Application processing as well as wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.
5. For the 50/80% AMI wait lists, marketing, initial application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted in writing by the property manager. Application processing and wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

To qualify for the 50/80% wait lists, applicants must have a household income that qualifies within the 50/80% AMI framework, as published by the HUD on an annual basis. Qualification applies to both the time of application and the time the applicant reaches the top of the wait list. Screening will include income verification. Applicants will not be offered units covered by the 50/80% AMI if they cannot meet the income requirements and will be removed from the 50/80% wait list. The applicants will retain their original date of application on the community-wide (traditional family) wait list.

6. For the 50/60% AMI wait lists, marketing, initial application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted in writing by the property manager. Application processing and wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

Eligible applicants who qualify under the 50/80% AMI wait list, but have a household income within the Low Income Housing Tax Credit (LIHTC) limitation of 50/60% AMI, are eligible applicants for units created at mixed-income properties with public housing units. LIHTC units have an initial eligibility for occupancy that mandates applicants must have a household income, which does not exceed 50/60% AMI threshold, as published by the LIHTC program administered by the Illinois Housing Development Authority (IHDA) and the City of Chicago Department of Housing (DOH), pursuant to 26 USC § 42. Qualification is both at the time of application and at the time the applicant reaches the top of the wait list. Applicants who cannot meet the forgoing 50/60% AMI criteria at the time of initial screening occupancy will not be eligible for public housing units designated as 50/60% AMI units and will be removed from the 50/60% wait list. The applicants will retain their original date of application on the community-wide (traditional family) wait list.

7. Application updates and wait list withdrawals will be processed by the CHA.
8. Property managers must report all applicant ineligibility findings as well as all housing offers, unit assignments, and refusals to the CHA.

**C. Community-wide (Traditional Family) Wait List 24 CFR § 1.4(2)(ii).**

1. An applicant for a family property, other than a scattered site property reserved for applicants from the community where the unit is located, will submit a pre-application for housing to the CHA.
2. The CHA will maintain the community-wide (traditional family) wait list electronically.
3. It is the applicant's responsibility to contact the CHA in writing or in-person to update his/her application (e.g. contact information and family composition).
4. Applicants will be electronically assigned to a single community-wide (traditional family) wait list in sequence based upon:

- a. Type and size of unit needed (i.e. accessible or non-accessible unit, bedroom size);
  - b. Ranking admissions preference, if any;
  - c. Geographic preference; if any
  - d. Date of application; and
  - e. Income tier.
5. Refusing a unit without good cause or failing to respond to a unit offer will result in the applicant's name being removed from the wait list.
6. Refusing a unit with good cause will result in the applicant's name being returned to the wait list with his/her original placement on the wait list. Good cause is determined by the property manager. Examples of good cause include, but are not limited to:
- a. An applicant or transferring resident cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship.
  - b. The unit is not ready for move-in on the date projected for move-in. "Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean.
  - c. The unit is not accessible to a source of employment, education or job training, children's day care, or educational program for children with disabilities<sup>19</sup>. The location of the unit would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - d. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger.
  - e. A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each as listed on final application or lease), or live-in aide necessary to the care of the head of household.
  - f. The unit has lead-based paint and the family has children under the age of seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead based paint.
  - g. The unit is not accessible for a disabled member of the applicant's household.
  - h. The unit has accessibility features not needed by the applicant household.

**D. Site-based Wait Lists for Senior Designated Housing Properties 24 CFR § 903.7(b)(2).**

1. The CHA received HUD approval for site-based wait lists at its senior designated housing properties.
2. Applicants are allowed to select one senior designated housing site or opt for the first available unit offer from across the entire senior designated housing portfolio.
3. Applicants may change their site selection once every three months, unless the CHA offers them an opportunity to make additional changes. Applicants are not permitted to change their site selection while they are being outreached to and screened by the property manager at the site. Applicants who reject screening or a unit offer for any reason, including because they prefer a different site, will be removed from the site based wait list and must reapply if and when the wait list is opened.
4. The site-based wait lists for senior designated housing properties will be managed, monitored, audited,

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<sup>19</sup> If the applicant has a child participating in such a program.

and maintained by the CHA.

5. All senior housing applicants will be placed on the wait list for the site they selected, or they can request first available. When a unit becomes available (e.g. studio apartment or a one bedroom apartment), the unit will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, including rejection based on unit size, the applicant will be removed from the wait list.
6. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the wait list with his/her original date of application on the wait list. Good cause is determined by the property manager.
7. Refusal of a second unit offer or refusal to be screened for a unit, after the initial good cause refusal, will result in the application being removed from the wait list.

#### **E. Community-area (Scattered Site) Wait Lists**

1. Applicants for scattered site properties will be offered units in accordance with the Gautreaux court order which states that fifty percent (50%) of scattered site units must be offered to applicants from the community in which the unit is located. Community-area residents living in the same census tract as the unit available are given a priority. Residency will be determined based on the last permanent address of the applicant on the date of application.
2. The CHA will maintain the community-area wait list for scattered site properties. Marketing, screening for suitability, eligibility determination, unit assignment, and unit offers will be conducted by the property manager.
3. It is the applicant's responsibility to contact the CHA in writing or in-person to update his/her application (e.g. contact information and family composition).
4. Refusing a unit offer without good cause or failing to respond to an outreach will result in the applicant being removed from the wait list. Refusal of the first unit offer with good cause will result in the applicant's name being returned to the wait list with the original date of application. Good cause is determined by the property manager. CHA may consider extenuating circumstances on a case by case basis after one good cause for refusal has been provided.
5. Refusal of a second unit offer; after the initial good cause refusal, will result in the application being removed from the wait list.

#### **F. Mixed-Income Developments Unit Offers**

1. When mixed-income developments have unit offers available for the community-wide wait list, the CHA will determine the applicant's interest in being screened for a unit at mixed-income sites.
  - a. The CHA will send a notice to all applicants on the community-wide wait list to:
    - i. Provide information about mixed-income sites; and
    - ii. Ask about their interest in being screened for a unit at a mixed-income site, should the next unit available be at a mixed-income site when their name reaches the top of the wait list.
  - b. Applicants will have 30 calendar days to respond to the notice.
  - c. The CHA will flag applicants according to their response.
    - i. Applicants who do not respond to the notice will be deemed as not interested in being screened for a unit at a mixed-income site.
2. The CHA will send the names of all interested applicants to the property managers for screening.
3. The property manager will conduct the outreach and screening activity.
  - a. Applicants who do not meet the site-specific criteria:

- i. Will be returned to their original place on the wait list for future traditional public housing opportunities;
  - ii. Will have the flag of “interested in a mixed-income site” removed, therefore, will not be outreached to for future opportunities at a mixed-income site, unless they affirmatively demonstrate that their circumstances have changed, which cause them to meet the site-specific requirements. It shall be the applicant’s sole responsibility to provide information to the CHA to demonstrate their change of circumstance; or
  - iii. Will have their name removed from the CHA community-wide wait list if failure to meet the site-specific criteria was based on negative results to the site’s drug-test requirement
4. The property manager will document the outcome of outreach and screening activities in both the physical file and the housing management system.
  5. The CHA will review documentation in order to approve applicants for move-in.
  6. The property manager will make unit offers to applicants approved by the CHA.
  7. The property manager will secure a move-in date for each applicant that accepts a unit offer and provide the CHA with the move-in dates.

#### **G. Transfer Wait List**

1. Residents on the transfer wait list will receive one unit offer. However, multiple unit offers may be made in order to satisfy a reasonable accommodation request.
2. Refusal of or failure to respond to unit offers without good cause or failing to respond to an outreach will result in the resident being removed from the wait list. For resident-initiated transfers, if the unit is refused without good cause, the resident may not reapply for 12 months from the date of the final determination letter.
3. Refusal of a second unit offer, after an initial good cause refusal, will result in the resident being removed from the transfer wait list. For resident-initiated transfers, if the unit is refused, the resident may not reapply for 12 months from the date of final determination letter.

#### **H. Making Unit Offers**

1. Emergency Transfers, Transfers under the RRC or the Post 10/1/99 RRC, Mandatory Administrative Transfers, Voluntary Administrative Transfers and Incentive Transfers take precedence over new admissions from the wait list. Resident-Initiated Transfers for Good Cause will be processed on an ongoing basis in conjunction with new admissions from the wait list.
2. For new admissions, the CHA will match the next unit available to the highest ranking applicant for a unit by bedroom size, type, and accessible features, if any. Admissions preferences are used to determine the order of selection from the wait list. If two applicants with the same preference status need the same type and size of unit, the applicant with the earliest date of application will be offered the unit. **24 CFR § 960.206(c)**.
3. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready first for move-in. If two units are ready for move-in on the same day, the first unit to be offered will be the first unit that became vacant.
4. An applicant must accept any unit offered within five business days of the date of the unit offer letter (or the date the alternative format of communication designated by an applicant with disabilities was provided).
5. If an applicant refuses a unit offer, the property manager will determine whether the refusal was with or without good cause.
6. For the community-wide (traditional family) and site-based wait lists, if the applicant does not respond to

the unit offer within five business days, he/she will be removed from the wait list.

7. The CHA will offer the non-community area scattered site units (the remaining 50% of scattered site units) in accordance with the Gautreaux court order below (once rights pursuant to the RRC and Post 10/1/99 RRC have been satisfied):
  - a. Twenty-five percent (25%) of the units will be offered to qualified public housing residents from the transfer wait list, and
  - b. Twenty-five percent (25%) of the units will be offered to applicants on the community-wide (traditional family) wait list.
8. Pursuant to the RRC, leaseholders with a right of return will receive unit offers in accordance with the stipulations and requirements of the RRC.

#### **I. Accessible Units**

1. Pursuant to eligibility requirements, the CHA will offer available accessible units in the following order:
  - a. First, to a current qualified resident with a disability living in the same development that requires the special features of the vacant accessible unit and occupying a unit not having those accessibility features;
  - b. Second, to a current qualified resident with a disability residing in another development that requires the accessibility features of the vacant accessible unit;
  - c. Third, to an eligible, qualified applicant with disabilities on the wait list who requires the accessibility features; and
  - d. Fourth, to a non-disabled eligible applicant or resident. The CHA will require the applicant or resident to execute a lease addendum that requires them to move, at the CHA's expense, to a non-accessible unit within 30 calendar days of notice by the CHA if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. **24 CFR § 8.27.**
2. The CHA shall not prohibit a qualified eligible, disabled family from accepting a non-accessible unit for which the family is eligible which may become available before an accessible unit. The CHA may modify a non-accessible unit as needed as a reasonable accommodation, unless the modification would result in an undue financial and/or an administrative burden.

#### IV. Leasing Policies

All units must be occupied in accordance with a lease that complies with **24 CFR § 966**. The head of household and co-head, if applicable, and the authorized representative of the CHA, prior to actual admission, shall sign this lease. All resident authorized members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and all other provisions as required by state and federal law, and CHA policy.

Units will be leased without regard to race, color, sex, age (where age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5**.

##### **A. Leasing Policy**

1. The leasing process for emergency applicants who are victims of federally declared disasters may be amended at any time to respond to the impact of the federally declared disaster.
2. The leased public housing unit must be the head of household's permanent and sole domicile. All public housing units must be occupied by families whose sole domicile is the public housing unit.
3. The CHA will neither offer nor move a family into a unit that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4 (e)**.
4. All units must be occupied pursuant to a signed lease that complies with HUD regulations. **24 CFR § 966.4**.
5. A lease is executed at the time of admission for all new residents. The lease will include the names of all authorized members bound by the lease. The lease shall be signed by the head and co-head of the household, if applicable, and by the Chief Executive Officer or designee prior to actual move-in. The head of household will receive a new copy of his/her lease. **24 CFR § 966.4(p)**.
6. Applicants/Residents shall complete a home maintenance/housekeeping orientation prior to move-in.
7. The resident shall pay a security deposit at the time of leasing. For new residents, the security deposit shall be equivalent to one month's worth of income-based or flat rent. The resident may pay the security deposit in one lump sum or spread it over three payments during the first three months of tenancy. Security deposits will never be less than the minimum rent. Pet deposits are in addition to the security deposit, and must be paid in accordance with Section XII of this policy. **24 CFR § 966.4(b) (5)**.
8. Changes in family composition, income, or familial status between the application processing interview and leasing will be processed by the CHA. Changes after leasing will be processed by the property manager, except lease addition requests for live-in aides, residual rights requests for remaining family members, foster children, foster adults, kinship care children, and adults in legally protected relationships, which require submittal to the CHA for approval prior to moving into the unit. It is the responsibility of the applicant and/or resident to make the CHA and the property manager aware of any changes in family composition, income, or familial status within 10 calendar days of the occurrence.
9. If, at any time during the term of the lease agreement, a change in the resident family composition or income results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**.
  - a. A new lease agreement will be executed; or
  - b. An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the head of household, and co-head, if applicable, and by the Chief Executive Officer or designee. **24 CFR § 966.4 (o)**.

10. A new lease is executed when a resident transfers from one CHA unit to another, even if the transfer

is within the same development, unless a reason prevents the issuance of a new lease, i.e. pending Notice of Termination, court matter or emergency circumstance.

11. The CHA will only supply one subsidy per household. When a court determines the disposition of property between the head or co-head of household in a divorce or separation under a settlement or judicial decree, the CHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit. Such provision only applies to situations involving the approved head and co-head of household.
12. Residents are not permitted to allow boarders to occupy their unit. Violation of this provision is grounds for lease termination.
13. Residents are not permitted to allow a former public housing resident who has been evicted from a federally-funded housing program for criminal activity to occupy their unit. Violation of this provision is grounds for lease termination.
14. The head or co-head of household must advise their property manager if they will be absent from their unit for more than 30 consecutive days. The head or co-head of household must also notify the property manager if the unit will be entirely vacated or if any authorized family member will be residing in his/her unit during the absence. Exceptions will be made in instances where the resident is a victim of domestic violence, sexual violence, dating violence, or stalking. Residents shall notify the property manager, secure the unit, and provide a means for the CHA to contact the resident in an emergency. Residents who cannot provide proper notification due to long-term hospital admittance or a stay in a rehabilitative center may be eligible for a reasonable accommodation to this policy.
15. Although a resident continues to pay rent and utilities, a resident may not be absent from their unit for longer than 90 consecutive days, or 180 days if the absence is due to verified medical reasons, without losing his/her rights of tenancy to the unit. If the resident exceeds the limit for absence, property management will take appropriate legal action, including lease termination and eviction. A resident who plans to be or is absent from his/her unit for longer than 90 days must inform their property manager and seek prior approval from the CHA, to avoid lease termination. A resident may request in writing to have a longer absence approved. The CHA has full discretion of approval and will make the final determination on a case by case basis.

#### **B. Showing Units Prior to Leasing**

Applicants shall have an opportunity to view the unit they will be offered, a model of the unit or a unit of similar bedroom size before they accept a unit offer and lease a unit

#### **C. Changes in Household Composition**

1. Only persons listed on the most recent lease or added in accordance with CHA policy shall be permitted to occupy a dwelling unit and must use the dwelling unit as their sole domicile. **24 CFR § 966.4(a) (v).**
2. The CHA shall determine if a dwelling unit size is appropriate at any time when a household's composition changes. If the CHA determines that an addition to a household is ineligible, the person will not be added to the lease. If the addition is approved, the household will be placed on the wait list for the appropriate bedroom size, if necessary.
3. Additions to the household by natural birth<sup>20</sup>, adoption, or court-awarded custody (excluding foster care) to a current member of the household will be processed by the property manager automatically.

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<sup>20</sup>Children born to a current authorized family member of the household during tenancy.

4. The lease addition of a live-in aide, foster child, foster adult, or kinship care child must be requested in writing and requires authorization by the CHA before being processed by the property manager. For minors, under the age of 18, custody rights documentation or proof of kinship care is required for the addition.
5. The CHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the CHA.
6. The CHA will approve the lease addition request if that individual passes applicant screening, including, if applicable, site-specific mixed income criteria and the unit is of the appropriate size. If a household's composition changes, a unit size determination will be made in accordance with the Occupancy Guidelines in Section II, to ensure that the family is appropriately housed.
7. If the household composition overcrowds the unit so that the CHA does not have a unit large enough in accordance with the Occupancy Guidelines to house the entire family, and there are adult members in the family, the head of household must decide if all or part of the household will leave public housing within 60 calendar days. The family members who leave the unit may apply to be on the wait list if applications are being accepted. The family's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family may be evicted for such lease violation.
8. Persons residing in the household without CHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination. **24 CFR § 966.4 (f) (3)**.
9. If a lease addition applicant is rejected because he/she did not pass screening, the rejected lease addition applicant may request a mitigating hearing. The resident may grieve the rejection in accordance with the **CHA Resident's Grievance Procedure**. Only one type of hearing can occur for each request.
10. Family and/or household members who move out of the unit for any reason shall be reported by the household in writing to the property manager within 10 calendar days of the occurrence. Once reported, such member will be removed from the lease immediately. A unit size determination will be made in accordance with the Occupancy Guidelines in Section II to ensure that the family is still appropriately housed.

**D. Visitors**

1. A guest may visit for a total of 30 calendar days in a calendar year; however, each visit cannot exceed seven consecutive calendar days. Residents may request a time extension to this visitor timeframe.
2. Visitors to any public housing development shall be required to show a government issued or student photo identification before being allowed to enter a building.
3. Visitors may be required to sign in when entering buildings through a visitor's log prior to entry and residents may be required to escort visitors to and from their units.
4. The CHA may ban visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of other residents, including criminal activity cases. Visitors banned for such behavior, will be restricted from entering CHA properties..
5. A resident will be notified in writing by the property manager when a guest of his/hers has been banned. Residents may grieve the CHA's decision to ban a visitor in accordance with the ***CHA Grievance procedure***.
6. Residents will be required to sign an agreement stating they will not allow the banned visitor into their unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.

**E. Live-In Aides**

1. A live-in aide is a person whose sole reason to live in the public housing unit is to assist the qualified resident or family member who requires the assistance of the aide. A live-in aide resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and:
  - a. Is determined by a knowledgeable professional to be essential to the care and well-being of the elderly or near-elderly person or family member with a disability;
  - b. Is not obligated for the financial support of the person(s); and
  - c. Would not be living in the unit except to provide the necessary supportive services. **24 CFR § 5.403.**
2. Live-in aides are household members, not family members, regardless of their familial relationship; therefore, live-in aides retain no rights to a unit upon the death, eviction, departure, or abandonment by the qualified resident with the disability who needed the live-in aide. If the qualified resident requiring the services of the live-in aide dies or leaves the unit, the live-in aide and the live-in aide's family members must vacate the unit within 30 calendar days.
3. If a family member is designated as the live-in aide of another family member, that family member will no longer have remaining rights to the unit should the head of household leave the unit. A Live-in aide who is requesting to add his/her family members to the lease will also have his/her family members status added as live-in aide household members and they will also have no remaining rights to the unit. The live-in aide and his/her household members cannot reclassify themselves as family members,
4. A relative that is already legally obligated to provide care to the family member requiring a live-in aide may not be classified as a live-in aide (i.e. parents cannot be the live-in aide of their child and a spouse cannot be the live-in aide to the other spouse).
5. A live-in aide's income is not counted towards the calculation of the resident's income eligibility or rent for the unit. Live-in aide's family members will not be counted toward the resident's income eligibility, rent, bedroom size, or child deductions for the resident.
6. Live-in aides are required to meet all admissions screening criteria, as well as site-specific screening criteria for mixed-income developments. A live-in aide who does not pass screening will be rejected. Live-in aides can be rejected for a number of reasons including, but not limited to:
  - a. Fraud or any criminal act in relation to any federal housing program; or
  - b. A record of drug-related or violent criminal activity; or
  - c. Owing a debt to any public housing authority or other federally-subsidized housing program.
7. When reviewing a request to add a live-in aide, the CHA will consider:
  - a. Whether the person who will perform the duties of the live-in aide is qualified and able to do the duties; and
  - b. The live-in aide's prior federally-subsidized housing history, if applicable.
8. The CHA will retain the right to review whether a relative is essential to the care of the qualified resident on a case by case basis.
9. The CHA will supply a bedroom for the live-in aide, if necessary. However, the CHA will not supply a larger unit in order to accommodate the live-in aide's family members.
10. Qualified residents or applicants are required to complete all applicable paperwork regarding the request for a live-in aide.

- a. The qualified resident or applicant and the live-in aide are required to complete and sign the *CHA Lease Addendum for Live-In Aides*. Failure to sign the lease addendum or violation of the terms of the lease addendum is grounds for lease termination.
  - b. The qualified resident or applicant is required to complete a 'Live-In Aide Request Form' or may request assistance from family, friends, advocates, or a property manager to complete the form.
  - c. The qualified resident or applicant is required to identify a 'knowledgeable professional' to certify the need for a live-in aide.
11. The qualified resident or applicant is required to complete the Certification of Need for a Live-In Aide Form.
  12. If a live-in aide is rejected because he/she did not pass screening, the resident may grieve the rejection in accordance with the **CHA Resident's Grievance Procedure**.

**F. Units Occupied by CHA Residents as Employees**

1. A public housing resident may become employed by property management. Employees, who are public housing residents, are subject to the same lease terms and conditions of all public housing residents. They have client numbers, public housing leases, and an obligation to pay rent. A resident employee's required rent payments cannot be lowered as a part of his/her compensation.
2. If a CHA resident is employed by a property management company and the employment is later terminated, the resident will retain tenancy and be treated as any other resident.

## V. Transfer Policy

The CHA's Transfer Policy outlines the types of transfers administered by the CHA, which transfers are mandatory and which are optional, as well as the eligibility requirements for transfers. CHA's Emergency and Mandatory transfer types have priority over new admissions from a CHA wait list.

### **A. Transfer Policy**

1. Transfers will be made without regard to race, color, sex, age (when age eligibility is not a factor), familial status, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. Residents may be transferred to accommodate a disability.
2. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
  - a. For emergency and mandatory administrative transfers, refusal of a unit offer without good cause will result in lease termination.
  - b. For voluntary, incentive or resident-initiated transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4 (B)(2)(ii)**. Residents will not be able to request any of these transfer types for 12 months from the date of removal letter.
3. The CHA may revise the transfer categories below to create and implement special programs and/or incentives for the benefit of public housing residents.

### **B. Transfer Categories**

Transfers will be assigned to the appropriate categories on the transfer wait list. The CHA has the discretion to make transfers based on the Authority's needs; therefore, residents may be offered a transfer out of transfer category sequence order and/or out of date order. Whenever feasible, transfers will be made within a resident's geographic region or other location of the resident's choice. The transfer categories are as follows:

1. Emergency Transfers: A mandatory transfer upon determination by the property manager, the CHA, or determined in a legal proceeding that unit or building conditions pose an immediate threat to resident life, health, or safety. **24 CFR § 966.4(h)**.
  - a. Prior written notice to the resident is not required for an emergency transfer;
  - b. Emergency conditions that occur due to abuse or neglect to a unit by the resident will be grounds for emergency transfers; however, the responsible resident will be charged for the damages caused to the unit and/or may have his/her lease terminated;<sup>21</sup> and
  - c. Refusal to accept an emergency transfer is grounds for lease termination and eviction.
2. Transfers under the RRC or Post 10/1/99 RRC, which include:
  - a. Transfers out of housing to be demolished, rehabilitated, or revitalized;
  - b. Transfers back into housing that has been rehabilitated or revitalized;
  - c. CHA-initiated split family transfers for relocating families; or
  - d. One time transfers out of mixed-income/mixed-finance housing into a public housing unit where the resident meets the site-specific requirements. This section is not applicable to residents receiving a Voluntary Incentive Transfer to a mixed-income/mixed-finance community.

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<sup>21</sup> A resident may challenge any charges for damages in accordance with the CHA Resident's Grievance Procedure.



designation<sup>24</sup> have a right to remain in the unit as a remaining family member.

- h. Mandatory transfers for non-elderly remaining family members living in senior designated housing who add a non-elderly person to the household. These transfers are only applicable to non-elderly remaining family members who were residing in senior designated housing on the date of the FY2005 designation, and remained in the unit after the death or departure of the elderly family's head of household, co-head of household, or spouse.
  - i. Transfers based on extenuating circumstances.
4. Voluntary Administrative Transfers:
- a. Gautreaux Transfers are transfers available to residents that wish to move from a Limited Area (as defined in the Gautreaux court orders) to a General or Revitalizing Area, or any unit otherwise authorized by the court in the Gautreaux case as relief for the plaintiff class.
  - b. Senior designated Housing transfers are available to lease-compliant residents of senior buildings impacted by the FY2005 Senior Designated Housing Plan (SDHP) who wish to transfer from the senior designated housing property to a family property and who were in residency on the date of the FY2005 SDHP designation.
  - c. Transfers available to elderly lease-compliant residents of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.
5. Incentive Transfers: The CHA will offer residents the opportunity and incentive to make a voluntary transfer from a traditional public housing development to a mixed-income/mixed-finance community. Transfer opportunities will be offered to residents who are lease compliant, are in compliance with the CHA Work Requirement and meet the site-specific screening criteria of the mixed-income/mixed-finance community. Incentive transfers will not be initiated by the CHA until the CHA has fulfilled resident rights pursuant to the RRC and Post 10/1/99 RRC.
6. Resident-Initiated Transfers for Good Cause: A transfer requested by lease-compliant heads of household who have been in their current units for at least one year and can demonstrate a good cause need for the transfer.
- a. The CHA will allow a resident in good standing to choose the geographic region or senior designated housing property to which they can request to transfer to based on the good cause reason provided in the request.
  - b. The CHA will process Resident-Initiated Transfers for Good Cause on an ongoing basis in conjunction with new admissions from the wait list.
  - c. Definition of good cause is located in section XIV of this policy.
  - d. Resident lease compliance will be reviewed before the Resident-Initiated Transfer will take place, including a home inspection. Failure to maintain lease compliance will result in the Resident-Initiated Transfer request being denied and the resident family may be subject to lease termination. The resident will not be eligible to re-apply for a Resident-Initiated Transfer for 12 months from the denial date.

### **C. Processing Transfers**

- 1. The CHA maintains the transfer wait list by category and processes these transfers for all properties.
- 2. Residents may request transfers from property managers with the necessary documentation to substantiate the need for the transfer. Property managers must submit a transfer request package to the CHA, justify the transfer and obtain final approval from the CHA before moving a family into a new unit.

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<sup>24</sup> The date of the FY2005 designation is March 14, 2005.

3. In the case of split family transfers, property managers must submit the transfer request package to the CHA Office of the General Counsel for legal determination of split eligibility and rights under the RRC and/or Post 10/1/99 RRC, prior to submittal to the CHA.
4. The CHA will run a criminal and credit check on all adult household members age 18 and over. The CHA will approve the resident's eligibility to transfer based on the documentation provided in the transfer request package and the results of the criminal and credit background check. CHA will provide information to all residents regarding how to obtain a free copy of their credit report. If the request is denied based on the criminal background information, the CHA will provide a copy of the criminal background information used.
5. The Housing Rights and Nondiscrimination Department must approve all mandatory administrative transfers for reasonable accommodations.
6. Within each transfer category, applications will be listed by the date the transfer request package is received by the CHA.
7. With the exception of emergency transfers, a property manager cannot transfer a family until the CHA approves the transfer and informs the property manager that the family has reached the top of the transfer wait list.
8. The CHA shall take into consideration issues of personal safety when transferring families to/from buildings. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger when contesting transferring to/from a building or area of the city.
9. Transfers may be initiated by the CHA (e.g. moving a resident who does not need the features of an accessible unit to a non-accessible unit).
10. Unit offers for residents on the wait list:
  - a. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
    - i. For mandatory transfers, refusal of a unit offer without good cause will result in lease termination.
    - ii. For voluntary transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4 (B)(2)(ii)**.
  - b. Failing to respond to an outreach will result in the resident's name being removed from the wait list.
11. Residents will be notified of transfers as follows:
  - a. For emergency transfers, there is no notice requirement.
  - b. For RRC transfers and Post 10/1/99 RRC transfers, the property manager will provide notice as required under the RRC and the Post 10/1/99 RRC.
  - c. Property managers may provide less than the 30 calendar day notice for mandatory administrative transfers in which the resident is in danger from domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence or some medical condition that is not life-threatening but may be exacerbated by their current unit or location.
  - d. For all other transfers, the property manager will provide at least 30 calendar days notice.

**D. Residents in Good Standing**

1. For voluntary administrative, incentive, and resident initiated transfers, residents are required to be in good standing, which includes, but is not limited to:
  - a. Being current on rent payments without an unpaid balance at any time in the past year, or current

- on a repayment agreement. If past rent is owed, the resident will not be transferred until a repayment plan is established and at least two consecutive timely payments are received, or if prior repayment plans have been defaulted, back rent is paid in full;
- b. Maintaining utility connections, as well as being current on utility payments, to the CHA or any utility supplier, or current with any repayment agreement with the CHA or utility supplier;
  - c. Remaining compliant with the terms of the **CHA Residential Lease Agreement**, in particular with Section 8 and Section 16, and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease;
  - d. Promptly paying all charges in addition to rent or on a repayment agreement with the CHA;
  - e. Meeting reasonable housekeeping standards and having no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping. A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection; and
  - f. Having not destroyed, defaced, damaged, or removed any part of a unit or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
3. The receiving property manager will screen the resident and household prior to move in. If the criminal and credit check run by the CHA is over 90 days old, the property manager must re-run both checks as part of the screening process. During screening, the receiving property manager will determine if the resident is in good standing and in compliance with the **CHA Residential Lease Agreement**.
  4. The CHA will make exceptions to these good standing requirements in the case of extenuating circumstances.<sup>25</sup>
  5. The CHA will provide transfers for victims of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence even if a resident is not in good standing; however a new lease will not be executed until the resident resolves all issues related to non-compliance which are not related to the need for the victim assistance transfer.
  6. Mandatory transfers do not stop the lease termination process.

#### **E. Cost of Transfers**

1. The CHA will pay the costs associated with moving and transfer of utilities for all transfer types, except resident-initiated transfers.
2. Residents are solely responsible for all costs associated with resident-initiated transfers.
3. Transfers in connection with the RRC and Post 10/1/99 RRC will include moving expenses as defined under the RRC and Post 10/1/99 RRC.

#### **F. Security Deposits**

If a resident transfers from one CHA unit to another unit within the same development (intra-development), a new lease will be executed for the dwelling into which the family moves and the security deposit will be moved over to the new unit. If the resident transfers from one CHA development to a different development (inter-development) a new lease will be executed for the dwelling unit into which the family moves and the CHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit

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<sup>25</sup> E.g. One person not in good standing who is living alone in a three bedroom unit and does not want to move to a smaller unit in accordance with the Occupancy Guidelines.

amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent will be collected. **24 CFR § 966.4(b)(5)**.

## **G. Split Family Transfers**

Split family transfers will be processed in accordance with the policy outlined in this section below:

### **1. Types of Split Family Transfers For Families In Permanent Replacement Housing:**

This section covers families whose right of return has been satisfied.

- a. Overcrowded families in permanent replacement housing: The CHA will not grant split family transfers after a resident's right of return has been satisfied. If a resident's right of return has been satisfied, and the family is overcrowded, and the CHA does not have a unit large enough to accommodate the entire household in accordance with the Occupancy Guidelines, and there are adult members of the household, then the head of household must decide if all or part of the household will leave public housing within 60 calendar days. The family members who leave the unit may apply to the wait list when applications are being accepted. The head of household's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family is subject to lease termination and eviction.
- b. Resident-requested split family transfers for families in permanent replacement housing: The CHA will not grant split family transfers after a resident's right of return has been satisfied at either mixed-income/mixed-finance communities or traditional public housing developments. This category specifically applies to:
  - i. Families that have already received their permanent public housing replacement unit at either a mixed-income/mixed-finance community or a traditional public housing development under the RRC or Post 10/1/99 RRC before requesting a split family transfer;
  - ii. Families that have already received their permanent replacement unit in the Housing Choice Voucher Program under the RRC or Post 10/1/99 RRC before requesting a split family transfer; or
  - iii. Families that have already received their replacement housing under a Consent Decree or Court Order before requesting a split family transfer.

### **2. Types of Split Family Transfers For Families Not Covered by the RRC Or Post 10/1/99:**

This section covers families residing at Horner, Scattered Sites Community-Area Gautreaux families, New Admissions, and Mixed-Income Properties that do not have a transfer policy/procedure in place for the public housing units.

- a. Overcrowded families not covered by the RRC or Post 10/1/99 RRC: If a family is overcrowded and the CHA does not have a unit large enough to house the entire household in accordance with the Occupancy Guidelines, and there are adult members in the household, the head of household must decide if all or part of the household will leave public housing within 60 calendar days. The family members who leave the unit may apply to the wait list when applications are being accepted. The head of household's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family is subject to lease termination and eviction.

### **3. Types of Split Family Transfers For Relocating Families:**

This section applies to families covered by the RRC or Post 10/1/99 RRC whose right of return or preference for return has not been satisfied.

- a. CHA-initiated split family transfers for relocating families: The CHA may make a onetime split family transfer when it is evident that the CHA is unable to house the entire family in one unit and must offer two units. The original and splitting family retain their right of return under the RRC or

preference for return under the Post 10/1/99 RRC. The splitting family is given the option of a public housing unit or a HCV.

- b. Resident-requested split family transfers for relocating families: Families in the process of being relocated under the RRC or the Post 10/1/99 RRC may request a split family transfer. This type of request is granted at the discretion of the CHA. If granted, the CHA will offer the splitting family a HCV rather than a public housing unit. The splitting family does not retain any right of return under the RRC or preference for return under the Post 10/1/99 RRC that they may have possessed prior to the split. The original family retains their right of return.
  - c. Splitting families of a 10/1/99 household who are approved for a split with a right of return will not be offered CHA replacement housing until the CHA has offered units to residents in Priorities One through Eight, pursuant to the RRC. Post 10/1/99 splitting families who are approved for a split with a preference for return will not receive an offer of replacement housing until the CHA has offered units to residents in Priority One through Eleven of the RRC..
4. The presence of an additional adult family member, with or without children, does not automatically qualify a family for a split family transfer.
  5. For all types of splits, the head of the splitting family must be a member of the original family's household for at least three consecutive years before the split family transfer can be initiated.
  6. The head of household and all members, age 18 years and over, of the splitting family must pass applicant screening.
  7. Split families with a right of return will be transferred, whenever possible, within the same development. If that is not possible, an attempt will be made to transfer them within the same neighborhood or geographic region of the city, in which they reside.
  8. The original family must be lease compliant in order to qualify for a split family transfer. If the original family violates the lease after the family requested a split and the family member requesting to split off was not involved in the lease violation and meets all other requirements to split, the split will continue to be processed.
  9. The CHA will only supply one subsidy per household. Split family transfers will not be allowed to separate co-heads of household or spouses. If a court determines the disposition of property between the head and co-head of household in a divorce or separation under a settlement or judicial decree, the CHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit.

## VI. Annual Re-examinations of Income and Family Circumstances

After initial occupancy, the CHA must re-examine a family's eligibility for continued occupancy. Residents must provide documentation of family composition, income, and assets. At the time of re-examination, income, employment, allowances, Social Security numbers, and any additional data deemed necessary will be verified. Verified information will be analyzed and a determination made with respect to: the eligibility of the household for continued occupancy; the eligibility of an individual as a remaining family member; the appropriate unit size for the family; and the amount of rent the family should pay.

### **A. Eligibility for Continued Occupancy**

1. Residents must meet the following criteria in order to be eligible for continued occupancy:
  - a. Qualify as a family as defined in Section XIV of this policy;
  - b. Maintain full compliance with the resident obligations and responsibilities as described in the **CHA Residential Lease Agreement**; **24 CFR § 966.4(f)**
  - c. Have Social Security numbers for each family member or have signed certifications under penalties of perjury for any family member who indicates they do not have a Social Security number; **24 CFR § 5.216**. Leaseholders who are 62 years of age or older, and had not previously disclosed a valid SSN as of January 31, 2010 are exempt. This exemption continues even if the individual moves to a new assisted unit.
  - d. Meet HUD standards for citizenship or eligible immigration status or are paying a pro-rated rent; **24 CFR § 5.500**.
  - e. Maintain compliance with or provide documentation of exemption from the CHA Work Requirement (Section VIII) or Community Service Requirements/Economic Self-Sufficiency Programs, (Section VI.G.); and
  - f. Not be over 80% of the AMI. The CHA may not evict a family for being over the income limit for public housing if the family currently receives an earned income disallowance or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program. **24 CFR § 960.261**.
  - g. Continue to otherwise meet eligibility requirements for the housing program and any site-specific eligibility requirements.
2. All adult household members, including live-in aides, must pass a criminal background check.
3. All children, in the household between the ages of 7 and 17, are required to attend school on a regular basis, in accordance with local school board policies and state law. Residents shall provide the CHA with a copy of their child(ren)'s report cards on a quarterly basis to demonstrate attendance. Residents shall also provide the CHA with releases and authority so that the CHA can inquire into the attendance of any school aged child between the ages of 7 to 17.
4. Residents may be required to prove through documentation that children age 13 and under participate in daycare, after school programs, or are otherwise adequately supervised when school is not in session.
5. A resident must continue to demonstrate suitability based on satisfactory behavior as a renter including but not limited to: housekeeping performance; good payment records for rent; other charges and utilities; satisfactory record of lease compliance; and an acceptable criminal background record as a law-abiding member of society. Residents found to be ineligible during re-examination will be subject to lease termination.
6. If any adult member of the household fails to pass the criminal background check during re-examination, the CHA may begin lease termination against the entire household. The CHA shall provide the resident with a copy of the background information used to make the determination to

terminate the lease.

## **B. Re-examinations**

1. Each year, the CHA will offer residents the opportunity to make a decision on whether to pay income-based rent or the flat rent applicable to the dwelling unit they will occupy.
  - a. The CHA will annually re-examine the family composition and income of all resident families paying income-based rent.
  - b. Families paying flat rent shall have their incomes re-examined every three years. They are still required to participate in an annual re-examination in order to re-examine family composition and ensure the CHA Work Requirement or Community Service Requirements/Economic Self-Sufficiency Programs requirements, if applicable, are met. If a resident previously chose flat rent, the CHA will annually inquire whether the resident wants to continue to pay flat rent. **24 CFR § 960.257.**
2. The re-examination process shall begin 120 days prior to the expiration of the lease. In the case of a resident transfer, the anniversary date (lease date) for the resident becomes the 1<sup>st</sup> day of the month after the transfer.
  - a. For residents paying income-based rent, the re-examination process should be completed 30 days before the anniversary date to ensure that any Notices of Rent Adjustment coincide with the effective date of the lease.
  - b. Re-examination must be completed before the expiration of the lease. The resident may be terminated for failure to comply with re-examination notices. If the resident comes in for re-examination once termination has started, the termination process will continue until the re-examination is complete.
3. The resident shall sign a personal declaration form to certify the validity and completeness of the documents provided during the re-examination process. All members, age 18 and over, of the resident household must sign all consent forms that authorize the CHA to make necessary inquiries into the resident and household members' behavior or background as it relates to lease compliance. This includes obtaining arrest and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign all consent forms, including HUD Form 9886 and the CHA Authorization and Consent Release Form, will result in the resident's lease termination.
4. All information in a resident file must be verified. As part of the verification process, all adult members of the resident's household must: (1) sign all consent/release forms, including HUD Form 9886; (2) complete all relevant paperwork; and (3) return all documentation required to complete the verification process. Verifications are considered in a hierarchy:
  - a. UIV/EIV (for income-related matters);
  - b. Third-party written verification (tenant provided documentation);
  - c. Third-party verification form;
  - d. Third-party oral verification; and
  - e. Resident Self-Certification.
5. The CHA or property manager shall document the steps taken to obtain information through the verification process before proceeding to next level of the hierarchy.
6. When it is not possible to estimate family income accurately at re-examination, a temporary determination will be made. The CHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. **24 CFR § 5.609(d).**
7. Zero Income Family Certification: Unless the family has income that is excluded for rent computation,

families reporting zero income will have their circumstances examined every 90 calendar days until they have a stable income. A monetary or non-monetary contribution from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609.**

8. If the CHA is in the process of terminating the lease of a resident when the resident is scheduled for re-examination, the re-examination will be completed, but a new lease will not be executed.
  - a. If the CHA prevails in the lease termination action, a new lease will not be executed and the resident will be evicted.
  - b. If the resident prevails in the lease termination action, a new lease will be executed.
9. If any adult member of the household fails to pass the background check during re-examination, the CHA will begin lease termination. If the resident prevails in the lease termination action and there has been no recent criminal activity, a new lease will be executed.
10. At any time a resident may request an interim re-examination, and the CHA shall provide one. An interim re-examination shall be conducted whenever there is a change in family composition. **24 CFR § 960.257.**

**C. Action Following Re-examination**

1. Failure to complete re-examination is a serious lease violation and grounds for lease termination.
2. If a change in the unit size is required, the resident will be placed on a transfer wait list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. **24 CFR § 966.4(c)(3).** Failure by a resident to comply with a mandatory administrative transfer is cause for lease termination.
3. If there is any change in rent, the lease will be amended during the interim re-examination or a new lease will be executed during the annual re-examination, and a Notice of Rent Adjustment will be issued prior to the effective date of the rent adjustment. The Notice of Rent Adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and information regarding the resident's right to request an informal hearing if he/she disagrees with the new rent. **24 CFR § 966.4(a)(3).**

**D. Unit Maintenance and Inspections**

1. Residents are responsible for maintaining their unit in a safe, decent and habitable condition. Housekeeping, cleaning, and/or maintenance of resident's assigned areas (e.g. yards, porches, etc.) are also the responsibility of the resident and his/her household.
2. Property management will conduct inspections to ensure that residents are maintaining their units and assigned areas in safe and sanitary conditions. Residents will not be held responsible for normal wear and tear.
3. Annual inspections will be conducted for all units. Residents will be notified at least 48 hours in advance. The CHA shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. The CHA will use all inspections to assess the resident's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease. The CHA will provide the resident with a written statement regarding dwelling unit conditions, and the CHA shall request work orders for all items found to be in disrepair.
4. If the CHA detects any housekeeping problems, the CHA will notify the resident in writing of the housekeeping violations, identify the measures and time period necessary to cure the unsatisfactory conditions, and conduct an interim inspection.
  - a. The CHA reserves the right to document all inspections and observed deficiencies.

- b. Any resident found to be in violation of CHA or property management housekeeping standards will be required to complete the home maintenance/housekeeping orientation again.
  - c. In addition to repeating the home maintenance/housekeeping orientation, residents will be fined in accordance with the charge sheet for repairs and maintenance.
5. The CHA will give the resident 30 calendar days to cure housekeeping violations. The CHA will conduct an interim inspection at the end of the 30-day cure period as a follow up to any housekeeping violations found during the annual inspection and to measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved at the end of the 30 calendar days or the established cure time period, the CHA may proceed with lease termination.
6. Property management may conduct additional, more frequent housekeeping inspections of residents with histories of poor housekeeping. Residents will receive at least 48 hours' notice that such inspection will take place.
7. Property management may conduct inspections of units where an extra bedroom has been granted in order to reasonably accommodate a resident or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized in accordance with the documented reason for the accommodation (e.g. a live-in aide, large hospital bed, breathing apparatus, mobility aides, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the resident may be subjected to lease termination.

#### **E. Effective Date of Rent Adjustments**

1. Timely Reporting (Within 10 calendar days of the occurrence):
  - a. Decreases in rent - First day of the month after the decrease in income is first reported to the property manager. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
  - b. Increases in rent not due to misrepresentation or omission – Require a 30 calendar day notice to the resident and become effective the first day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence):
  - a. Decreases in rent - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether the rent adjustment is reported in a timely manner or not.
  - b. Increases in rent - The household will receive a charge for the prior months that were affected by the increase. The rent increase should be manually calculated starting from the first day of the second month following the increase in income. All prior charges are posted manually on the tenant ledger.
3. A misrepresentation or omission may be grounds for lease termination and eviction.

#### **F. Remaining Family Members**

1. If the head of household dies or leaves the unit without housing subsidy assistance (e.g. institutionalization, forming a new household in unsubsidized housing and given their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.), continued occupancy by remaining family members may be permitted only if:
  - a. The family reports the death or departure of the head of household within 30 calendar days of the occurrence;

- b. The family member requesting to become the new head of household is age 18 years or older, has lived in the unit as an authorized family member on the Lease for a minimum of three consecutive years (36 months), has not had any unauthorized extended absences, There are no rent and/or criminal activity violations and passes applicant screening; and
    - c. The new CHA-approved head of household signs a new lease.
  2. 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.
  3. At CHA's sole discretion, in senior designated housing only, exceptions may be made in instances where there is an elderly remaining family member who has not resided in the unit for at least three consecutive years (36 months).
  4. Household members (live-in aides, live-in aides' family members, foster children, and foster adults) do not have rights as remaining family members to become the head of household. If no authorized remaining family members are eligible to assume the head of household role, the household members must vacate the unit within 30 calendar days. Live-in aides do not have any continued occupancy rights if the person who they cared for died or left the unit, even if the live-in aide was a family member prior to becoming a live-in aide. If a Live-in aide or foster adult is allowed to bring additional household members with them to the unit (i.e. spouse, partner, children), such persons similarly do not have rights as remaining family members to become head of household or obtain any public housing program benefits.
  5. Remaining family members, who are non-elderly and were residing in senior designated housing properties on the date of the FY2005 designation, may continue to remain in their unit if the elderly family's head of household, co-head of household, or spouse passes away. If he/she wishes to add a non-elderly person to the household or upon request, the CHA will transfer the non-elderly remaining family member to a family property.
  6. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the CHA may offer either a HCV or a public housing unit to a permanent legal custodial guardian.
    - a. The permanent legal custodial guardian will be required to document that he/she has been awarded permanent legal custodial guardianship.
    - b. The permanent legal custodial guardian may be held responsible for rent arrearages incurred by the former head of household and/or co-head of household on a case by case determination.

**G. Community Service and Economic Self-Sufficiency Requirement**

1. The CHA works to assist residents in moving toward economic self-sufficiency. In support of this goal, the CHA requires that all residents and adult authorized members of the household who are not exempt from the CHA Work Requirement perform eight hours per month of community service or participate eight hours a month in an economic self-sufficiency program. The requirement can also be met by a combination of eight hours of community service and participation in an economic self-sufficiency program. This requirement is known as the Community Service and Economic Self-Sufficiency Requirement.
2. Residents and adult authorized members of the household, who are in compliance with the CHA Work Requirement, are in compliance with the Community Service and Economic Self-Sufficiency Requirement. Residents and adult authorized members of the household deemed eligible for Safe Harbor within the CHA Work Requirement (Section VIII) must satisfy the Community Service/Economic

Self-Sufficiency Policy.

3. At least eight hours of activity must be performed each month. An individual should not skip a month and then double up the following month, unless special circumstances warrant special consideration.
4. A total of 96 hours per year is required by each non-exempt resident and adult authorized member of the resident's household.
5. Compliance with community service activities is monitored on an annual basis. If a resident fails to comply with their responsibilities, the property manager will begin lease termination.
6. Types of Service
  - a. Community Service includes, but is not limited to, volunteer work:
    - i. At a local institution such as a school, community center, hospital, hospice, etc.;
    - ii. With a non-profit organization, such as the Boy Scouts, Girl Scouts, Boys or Girls Club, etc.;
    - iii. With a community arts program involving performing arts, fine arts, visual arts, etc.;
    - iv. With any program funded under the Older Americans Act;
    - v. With service programs sponsored by churches, which do not involve religious education or the practice of religion;
    - vi. At a CHA property to help with children or senior programs;
    - vii. Through the Local Advisory Council (LAC) to help residents, serving as an officer in a LAC, or serving on the Central Advisory Council (CAC) or Resident Advisory Board; and
    - viii. Care for the children of other residents, so that they may fulfill their CHA Work Requirement or Community Service Requirement.
  - b. Political activities are excluded from community service.
  - c. Volunteer work activity does not involve payment to the participant and must not take the place of work performed by paid employees.
  - d. Economic Self-Sufficiency activities are programs and classes that work toward economic and social independence. Such activities include, but are not limited to:
    - i. Job readiness, job training, or skills training programs;
    - ii. Higher education (college), vocational education, or GED classes;
    - iii. Verifiable job search activities or apprenticeship programs;
    - iv. Substance abuse or mental health counseling;
    - v. English proficiency or literacy (reading) classes;
    - vi. Parenting classes or budgeting and credit counseling; and
    - vii. Activities required by the Department of Public Assistance as part of welfare reform.
  - e. The economic self-sufficiency hours will count toward the eight hour per month requirement, and will only count hours when a non-exempt adult is actually attending class or engaged in job training. The required hours will not include time in transit.
7. Community service and economic self-sufficiency activities can be performed within or outside the neighborhood.

8. A resident or adult authorized member of the household is exempt from the Community Service and Economic Self-Sufficiency Requirement when such member:
  - a. Is 62 years of age or older;
  - b. Is blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1)) and certifies that he/she is unable to comply with the requirement;
  - c. Is verified to be the fulltime caretaker of a disabled person as defined above;
  - d. Is retired (retirement is not age based) and receives a pension;
  - e. Is enrolled as a full-time student at a secondary school, accredited college, university, apprenticeship program, or trade school;
  - f. Is engaged in work activities;
  - g. Meets the requirements for being exempted from engaging in a work activity under the State Program funded under part A of title IV of the Social Security Act (42 USC 01 et seq.) or under any other welfare program of the State of Illinois, including a State-administered welfare-to-work program; or
  - h. 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 (42 USC 601 et seq.) or under any other welfare program of the State of Illinois, including a 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. **24 CFR 960.601.**
9. Family Obligations
  - a. At lease execution or re-examination after the effective date of this policy, all residents and adult authorized members of the household, age 18 and over, must:
    - i. Provide documentation that they are exempt from the Community Service and Economic Self-Sufficiency Requirement if they qualify for an exemption; and
    - ii. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
  - b. Non-exempt residents, who are exempted from paying the minimum rent, must present a completed documentation form, provided by the CHA, of activities performed over the previous 90 days to the property manager during their quarterly re-examination.
  - c. At each annual re-examination, non-exempt residents and adult authorized members of the household must present a completed documentation form of activities performed over the previous 12 months. The forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month.
  - d. Change in exempt status:
    - i. 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.
    - ii. 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.

#### 10. Non-Compliance of a Non-Exempt Family Member

- a. If during re-examination, the property manager determines a non-exempt resident or adult authorized member's failure to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the property manager shall send a Notice of Lease Violation to the head of household that describes the non-compliance and indicates that the CHA will not renew the lease at the end of the 12-month lease term, unless the head of household and any other non-compliant adult enter into a written agreement (Lease Addendum Agreement) at their re-examination with the CHA to cure the non-compliance issue or the family provides written assurance satisfactory to the CHA that the non-compliant adult is no longer residing in the unit. The notice shall also provide that the resident may grieve the determination of non-compliance pursuant to the **CHA Resident's Grievance Procedure** or exercise any judicial remedy to timely address the non-renewal of the lease.
  - b. If, at the annual re-examination, the resident remains non-lease compliant due to violation of the requirements:
    - i. The property manager will notify the resident that he/she has been deemed non-compliant due to the failure to comply with Section 22 of the Lease.
    - ii. The property manager shall issue the resident the Non-Lease Compliant Notice and request that the head of household sign the Lease Addendum Agreement stating that the resident agrees to make up the missing hours.
    - iii. In conjunction with the issuance of the Non-Lease Compliant Notice and the Lease Addendum Agreement, the property manager reserves the right to serve a Notice of Intent to Not Renew the Lease.
    - iv. If the resident refuses to sign the Lease Addendum Agreement, he/she will not be allowed to sign any of the paperwork included in the lease renewal packet, and the property manager shall serve a Notice of Intent to Not Renew the Lease. If the adult authorized member fails to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the head of household will be notified and both parties shall be required to sign the Lease Addendum Agreement stating that the adult authorized member will make up the missing hours. If the adult authorized member refuses to sign or make up the hours, the family will be deemed non-lease compliant unless the family provides written assurance satisfactory to the CHA and the non-compliant adult is no longer residing in the unit.
  - c. Pursuant to the written Lease Addendum Agreement, the non-exempt adult will be granted one year to make up any lost hours while simultaneously completing his/her current requirements of 96 hours a year.
  - d. If the property manager verifies that the lost hours were not made up, the property manager will serve the head of household with a Notice to Vacate the Property within 30 days and initiate the eviction process.
11. The head of household may use the **CHA Resident's Grievance Procedure** to contest the determination whether or not to grant an exemption and/or the decision to initiate the lease termination.

**VII. Interim Adjustments for Rent & Family Composition**

If there are any changes in a family’s income or household composition between regularly scheduled re-examinations, an interim re-examination may be conducted. At any time, a resident may request an interim re-examination, and the CHA will grant it. If the last regular re-examination was effective more than 90 days prior to the change in family circumstances, all family information and income must be re-verified. An interim re-examination does not affect the date of annual re-examination.

**A. Adjusting Rent between Regular Re-examinations (Interim Increase / Reduction in Rent)**

1. Residents are required to report all changes in family composition or income to the property manager within 10 calendar days of the occurrence.
2. Failure to report changes in income within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
3. In order to qualify for rent reductions, residents must report income decreases.
4. Residents are required to report interim increases in income. If a resident was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.
5. When the CHA makes a rent calculation error at admission or at re-examination, and it causes the household’s rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the CHA error is discovered and proper notice of the rent increase has been given to the household. If the CHA’s rent calculation error resulted in an overpayment by the resident, the resident has the choice between a refund for overpayment or a credit to his/her account.
6. The CHA will process interim changes in rent in accordance to the chart below<sup>26</sup>:

<b><u>INCOME CHANGE</u></b>	<b><u>CHA ACTION</u></b>
(a) Decrease in income for any reason, <u>except</u> for a decrease that lasts less than 30 calendar days or is subject to Imputed Welfare Income rules <sup>27</sup> .	The CHA will process an interim rent reduction in rent if the income decrease will last more than 30 calendar days.
(b) Increase in income following the CHA granting an interim rent decrease.	The CHA will process an interim rent increase.
(c) Increase in earned income of a current household member.	The CHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance (see Section VII.C), grant the disallowance. <b>24 CFR § 960.255.</b>
(d) Increase in unearned income (e.g. COLA adjustment for Social Security).	The CHA will process an interim rent increase.
(e) Increase in income because a person with income (from any source) joins the household.	The CHA will process an interim rent increase.
(f) Increase in monetary or non-monetary income after resident claimed zero income.	The CHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance, grant the disallowance. <b>24 CFR § 960.255.</b>

<sup>26</sup> This chart may not be all inclusive of all interim changes. The CHA reserves the right to process other interim changes as needed.

<sup>27</sup> Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions. **24 CFR § 5.615**

<u>INCOME CHANGE</u>	<u>CHA ACTION</u>
(g) Resident misrepresented or failed to report facts upon which rent is based; therefore, resident is paying less rent than they should have been paying.	The CHA will apply any increase in rent retroactive to the first day of the second month, following the month in which the misrepresentation or omission occurred. Misrepresentation or omissions are also grounds for lease termination.
(h) Resident paying income-based rent experiences a verified change in circumstances that qualifies them for a reduction in income-based rent even if their income has not decreased (i.e. increase in permissible deductions and expenses listed in Section XI.D.).	The CHA will process an interim rent reduction. An increase in a resident's deduction(s) will cause a reduction to their adjusted income.
(i) Families who have elected to pay flat rent experience a financial hardship.	The CHA will process an interim rent reduction and adjust the family's rent to income-based rent.

7. The property manager must document and verify the circumstances applicable to rent adjustments. **24 CFR § 960.259(c).**
8. The CHA will process interim decreases in rent as follows:
  - a. An interim adjustment will be processed when a resident reports a decrease in income that is expected to last more than 30 calendar days.
  - b. An interim adjustment will not be processed when a decrease in income is reported, and the CHA verifies that the decrease will last less than 30 calendar days.
9. Residents that report no source of income are required to complete an income re-examination every 90 days, in accordance with Section VI.B.7. Reporting is required until income increases or it is time for the next regularly scheduled annual re-examination, whichever occurs first.
10. If an interim is requested within 30 days of the beginning of the annual re-examination process, the interim must be completed in accordance with Section VI.E., and the information gathered can also be used to complete the annual re-examination process. The property manager does not need to re-verify the information gained from this interim.
11. If a resident experiences a decrease in income from public assistance because his/her grant is reduced for one of the following reasons, the resident's rent will not be reduced:
  - a. The resident committed welfare fraud;
  - b. The resident failed to comply with economic self-sufficiency requirements; or
  - c. The resident chose not to engage in economic self-sufficiency requirements.
12. If a resident formally challenges the welfare department's reduction of a grant, an interim reduction in rent will be processed until a final determination is made by the welfare department.
  - a. If the welfare department upholds their original ruling about the grant reduction, the resident will owe a retroactive rent for the period of the granted interim rent reduction.
  - b. If the welfare department overturns the grant reduction, no retroactive balance is owed.

**B. Effective Date of Rent Adjustments**

Residents will be notified in writing of any rent adjustment, including the effective date of the adjustment, in

accordance with Section VI.E.

**C. Earned Income Disallowances 24 CFR § 960.255.**

1. An adult resident qualifies for an Earned Income Disallowance (EID) when the resident has an increase in earned income and:
  - a. Obtains employment after having been unemployed for at least 12 months, or goes to work after having earned less than the equivalent of 10 hours of work per week for a 50-week year at minimum wage;
  - b. Receives new or increased earnings during participation in any job training or other economic self-sufficiency program; or
  - c. Receives new or increased earned income while receiving or within six months of having received assistance, benefits, or services funded through the program of Temporary Assistance to Needy Families (TANF) or Welfare to Work Program. Provided that the total value is at least \$500 over a six-month period, TANF benefits that qualify a family for an EID include:
    - i. Cash benefits;
    - ii. Non-cash benefits, services, or assistance; or
    - iii. Benefits such as wage subsidies, transportation assistance, child care subsidies, and one-time payments provided.
2. During the first 12 months (initial period) after the date when the resident qualified for the EID, the resident's rent will not increase because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months (phase-in period) after the date the resident qualified for the EID, the resident's rent will increase by an amount equal to 50% of what the increase would be if not for the EID.
4. The disallowance periods described in numbers C.2. and C.3. above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work.
5. 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 48 months from the date when the resident first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number C.1. above.
7. Only one EID may be granted to a resident in a lifetime.
8. Residents may qualify for a retroactive EID if all of the following are true:
  - a. The resident had new or increased earned income and qualified for an EID after 10/1/99;
  - b. The resident reported the increased income;
  - c. The CHA increased the resident's rent based on increased income; and
  - d. The resident paid the increased rent.
9. If a resident qualifies for a retroactive EID as described in number C.8. above, he/she shall be entitled to a rent credit. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to the CHA by the resident shall be deducted.

**D. Interim Changes in Household Composition**

1. All changes in family composition must be reported within 10 calendar days of the occurrence. These changes would include:
  - a. A family or household member included on the lease leaves the unit; or
  - b. Natural birth, adoption, or court-awarded custody of a child (excluding foster care arrangements) to a current family member.
2. Head of households who do not notify the CHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
3. The addition of a live-in aide, foster child, foster adult, or kinship care child between re-examinations must be requested in writing and requires authorization from the CHA and the property manager before the individual may move into the unit.
4. Additional income that the live-in aide, foster child, foster adult, or kinship care child may contribute to the household will not be included in the family's rent calculation.
5. Interim changes in household composition must be made pursuant to Section IV.C.

**E. Lease-Compliance Determination for Residents with Right of Return and Preference for Return**

The CHA, in accordance with the **CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99** and the **CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99**, will assess lease-compliance since the resident's last re-examination:

1. Before a family moves out of their current housing so it may be rehabilitated, demolished, or revitalized; and
2. Before a family moves back to rehabilitated, revitalized, or newly constructed housing.

## VIII. CHA Work Requirement Policy

### **A. CHA Work Requirement**

1. Every applicant, resident and adult authorized family member of a public housing unit, age 18 up to age 54, is required to be engaged, 20 hours a week, on a regular basis, unless the resident or adult authorized family member of the household is exempt or approved for Safe Harbor. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA Work Requirement. Applicants from the public housing wait lists are not eligible for Safe Harbor.
2. Applicants, residents, and adult authorized family members of the household may meet the work requirement through any combination of employment, attendance at an accredited school, educational institution, training program, job readiness, GED or literacy program, internship, or work experience opportunity.
  - a. If an applicant/resident is considered a part-time student at an accredited school, he/she must either work or volunteer the remaining 50% of the required hours (10 hours).
  - b. A Resident with a literacy level below the 6<sup>th</sup> grade will be encouraged to participate in literacy programs in order to increase their reading levels to a point which they are eligible for most education and workforce programs.
3. Volunteer or community service opportunities are also allowable provided that the volunteer or community service can be verified and constitutes no more than 50% of the required hours for the first three years of compliance.
4. Residents and adult authorized family members of the household, who are in compliance with the CHA Work Requirement, are in compliance with HUD's Community Service and Economic Self-Sufficiency Requirement (Section VI.G).
5. Any non-exempt resident or adult authorized family member of a public housing unit, who fails to meet the CHA Work Requirement and is not approved for Safe Harbor, may be subject the entire household to lease termination and eviction.

### **B. School Enrollment and the CHA Work Requirement**

All school age authorized members of the household, who are under 18 years of age and who have not completed his/her secondary education, are encouraged to finish his/her enrollment in high school and obtain his/her high school diploma. Any authorized member of the resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA Work Requirement unless otherwise exempt.

### **C. CHA Work Requirement Exemptions**

Residents, applicants, and/or adult authorized family members of the resident's household may be eligible for an exemption from the CHA Work Requirement. An exemption will be provided for residents and/or adult authorized members of the household who are:

1. 55 years of age or older;
2. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1));
3. The primary caretaker of a blind person or person with a disability as defined in number C.2 above;
4. Retired and receiving a retirement annuity or pension;
5. Single parent serving as the primary, full-time caretaker for children age 12 months and under; or
6. Receiving TANF and have an active Responsibility and Services Plan (RSP).

**D. CHA Work Requirement Verification at Annual Re-examination**

1. During the annual re-examination, the property manager will determine whether each resident and adult authorized family member of the resident's household, age 17 up to age 54, is in compliance with the CHA Work Requirement through a combination of employment, school attendance, or performance of volunteer or community service.
2. All information in the resident file must be verified and documented in accordance with Section VI. B.4. Any and all relevant documents will be placed in the resident file.
3. If a resident and/or adult authorized family member of the resident's household is not in compliance, the property manager will give the resident the opportunity to request Safe Harbor.

**E. Safe Harbor Clause**

1. Residents and/or adult authorized family members of the resident's household may be eligible for Safe Harbor. When residents and/or adult authorized family members of the resident's household are unable to comply with the work requirement, they may request Safe Harbor consideration.
2. Residents and/or adult authorized family members of the resident's household may be eligible for Safe Harbor when they are (this list is not exhaustive):
  - a. Waiting for approval or an appeal of an application for SSI/SSDI;
  - b. Experiencing a temporary medical condition or are the caregiver for someone with a temporary medical condition;
    1. Examples of temporary medical conditions include, but are not limited to: a broken bone or infectious mononucleosis, or verifiable physician-ordered bed rest for pregnant women.
  - c. Separated from employment (within the last 60 calendar days);
  - d. Participating in an active DCFS plan to reunify their family (parents with children under age five) where participation is time consuming;
  - e. Either the victim or the caregiver for a victim of violence, including but not limited to domestic violence, sexual violence, dating violence, and stalking;
  - f. Attempted but failed to find adequate child care to allow the residents and/or adult authorized member to work; and
  - g. Attempted but failed to find employment.
3. The resident and adult authorized family members of the resident's household, who are approved by the CHA for Safe Harbor, will be required to undergo an interim Safe Harbor re-examination every 90 calendar days from the date of the Safe Harbor request. If the Safe Harbor request occurs during the annual re-examination, the Safe Harbor request date will be the lease effective date.
  - a. If approved for Safe Harbor, the resident and/or adult authorized family member of the resident's household will be required to create an action plan which will include a description of the steps being taken to move toward becoming compliant.
  - b. If the request for Safe Harbor is due to "separation from employment" and "attempted but failed to find employment," the following steps apply.
    1. The initial Safe Harbor request must include information regarding the steps taken to find employment since the separation. If the initial Safe Harbor is approved, the resident must complete an action plan outlining activities and steps to be taken to obtain employment. This action plan may be completed with or without a service provider and must be presented to property management.

2. If the resident and/or adult authorized family member requests a second Safe Harbor, he/she must provide documentation that demonstrates progress on the initial action plan. The action plan must be submitted for approval with the Safe Harbor request.
  3. If there is a third Safe Harbor request, it will coincide with the lease re-examination process (120 days before the next lease effective date). An action plan by a CHA approved service provider must be submitted with the safe harbor request.
  - c. Safe Harbor status must be approved every 90 calendar days through an interim Safe Harbor re-examination with property management. Failure to appear for the interim Safe Harbor re-examination is a material lease violation subject to termination.
  - d. If the resident or adult authorized family member of the resident's household is denied Safe Harbor, the resident has the right to grieve the CHA's decision through the grievance process outlined in the **CHA Resident's Grievance Procedure**. In certain situations, the resident may be offered (subject to availability), the opportunity to transition to a supportive housing program in lieu of lease termination.
4. Residents and/or adult authorized family members of the resident's household approved for Safe Harbor status must meet the Community Service/Economic Self-Sufficiency Policy requirement of eight hours per month, unless they qualify for an exemption from the HUD's Community Service/Economic Self-Sufficiency requirement.
    - a. Compliance with HUD's Community Service/Economic Self-Sufficiency requirement will be tracked every 90 calendar days at the Safe Harbor interim re-examination.

### IX. Utilities

All CHA public housing units have utility connections for water, gas, heat, and electricity. The payment of utilities is made by the resident or by the CHA, depending on the building in which a unit is located.

#### **A. Resident-Paid Utilities 24 CFR § 965 & 966.4(b)(2).**

The following requirements apply to residents living in developments with resident-paid utilities:

1. Residents must obtain and maintain utility connections throughout tenancy. Residents must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of a consenting adult authorized member of the household. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.
2. If a resident or applicant is unable to get utilities connected, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. **24 CFR § 960.203.**
3. When a resident applies for utility service, the resident must sign a third-party notification agreement so that the CHA is notified if the resident fails to pay the utility bill or if utility service will be disconnected.
4. Residents must bring in utility account information to the Property Manager when there is a change in their utility account numbers or other billing information.
5. Units where residents pay some or all utilities directly to the utility provider receive a monthly utility allowance, as a rent credit towards his/her monthly rent amount, that reflects a reasonable amount of utilities for the specific size and type of unit occupied. A reimbursement of a portion of the utility allowance may be paid by the CHA directly to the utility provider if the Total Tenant Payment is lower than the utility allowance and a credit is due. The CHA shall provide the resident with a letter indicating the amount of the reimbursement provided to the utility provider on their behalf. **24 CFR § 965.502(a).**
6. The monthly utility allowance is deducted from the resident's Total Tenant Payment to compute the Tenant Rent the resident pays the CHA. **24 CFR § 960.253(c)(3) and 966.4(b).**
  - a. If the resident's Total Tenant Payment is higher than the unit's designated utility allowance, then the resident's rent amount will be the difference remaining after the utility allowance is subtracted.
  - b. If the resident's Total Tenant Payment is lower than the unit's designated utility allowance, then the resident may receive a reimbursement of a portion of the utility allowance after subtraction of the minimum rent amount.
7. The resident utility bills will be reflected as follows:
  - a. If the resident's actual utility bill is less than the utility reimbursement, the resident will receive the savings in the form of a credit on the utility provider's billing statement.
  - b. If the resident's bill is greater than the utility reimbursement, the resident must pay the excess amount directly to the utility provider.
8. Lease Part 2 of the CHA Residential Lease Agreement will state the utility allowance amount for the unit and the utility reimbursement to be received by the resident, if applicable.

#### **B. Excess Utility Charges for CHA-Paid Utilities 24 CFR § 965 & 966.4(b)(2).**

1. In buildings that are individually metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by the CHA. The CHA reads the meters and will charge each resident a flat charge for consumption in excess of the utility allowance by the CHA.
2. In buildings where utilities are not individually metered and there are no check meters, the CHA may make excess utility charges for the use of resident-supplied major appliances (i.e. appliances not supplied by the CHA at move in). Residents must obtain property management approval prior to installing these additional major appliances in their unit. **24 CFR § 965.501.** Examples include: a

second refrigerator, air conditioner, or freezer.

**C. Reasonable Accommodations 24 CFR § 8.4 and 966.7.**

As a reasonable accommodation, the CHA will grant qualified residents with disabilities a higher utility allowance or not charge for the use of certain appliances when there is a verified need for the special equipment due to the resident's disability. The CHA must approve the reasonable accommodation request prior to providing the higher utility allowance. Examples of special equipment include, but are not limited to: breathing machines, battery charging for electric scooters, and dialysis equipment.

## X. Flat Rents

For each public housing unit, the CHA must establish a flat rent that is based on the market rent charged for comparable units in the private unassisted rental market. A resident has the choice between paying income-based rent or flat rent.

### **A. Flat Rents**

1. Flat rents are market-based rents and vary by unit size, unit type, as well as by unit location.
2. Flat rents do not include a utility allowance.
3. The CHA flat rent is based on a market study, pursuant to **24 CFR § 960.253(b)**.

### **B. Periodic Update of Flat Rents**

1. The CHA shall periodically review the flat rent schedule and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the most recent market study.
3. When the CHA updates its flat rent schedule, a resident's flat rent shall be adjusted at the next annual re-examination.

### **C. Choice of Rent**

Each year, beginning at admission, the CHA will offer each resident the choice between paying the income-based rent or the flat rent applicable to the unit the resident will occupy. The choice of flat rent may only be offered at admission and annual re-examination. **24 CFR § 960.253(a)(1)**.

### **D. Re-examination of Families on Flat Rents**

Families paying flat rents are required to recertify income at least once every three years. Families are required to participate in an annual re-examination in order to ensure that unit size is still appropriate and the CHA Work Requirement or Community Service Requirements/Economic Self-Sufficiency Programs (if applicable) are met. If a family is currently paying flat rent, the CHA will annually inquire whether the resident wants to continue to pay flat rent. **24 CFR § 960.257(a)(2)**.

### **E. Hardship Reduction in Flat Rents**

1. A resident who opted for flat rent may at any time request a switch to payment of income-based rent if they experience a decrease in income or increase in expenses. **24 CFR § 960.253(f)**.
2. If the reduction in income will last more than 30 calendar days, the property manager will perform an interim re-examination of income and must reduce rent to the income-based rent, based on verified income information.
3. If a resident paying flat rent is reduced to income-based rent between annual re-examinations due to a hardship (e.g. loss or reduction of income), and the resident's income later increases before the re-examination, the resident can be placed on an adjusted rent with a utility allowance (if applicable) that is the equivalent of the flat rent.

### **F. Adjusted Rent**

1. If a resident, who had previously selected income-based rent, asks for an adjusted rent during an interim reexamination, the property manager will conduct income verification and adjust the rent accordingly.
2. Adjusted rent will never exceed the amount of flat rent for a unit. Therefore, if the adjusted rent plus the utility allowance is greater than the flat rent amount, the property manager will charge the resident the flat rent amount.

3. The adjusted rent is in effect only for the portion of the year between the family's interim increase in rent and their next annual re-examination (when they can elect the flat rent).
4. The adjusted rent schedule will be amended periodically to reflect changes in the flat rent schedule.

## **XI. Determining Income and Rent**

Income verification is conducted by the CHA during admissions, interim re-examination, and annual re-examination. The CHA uses all available resources to obtain an accurate representation of a resident's annual income. Residents are required to work with the CHA in providing the most up to date and accurate income information. This information will allow the CHA to present the most accurate rent information.

### **A. Annual Income 24 CFR § 5.609.**

All sources of income must be reported to the CHA. The CHA will then make the final determination of what is included and excluded in the computation of annual income. The CHA adopts the definition of annual income provided by HUD, which is stated below. The definition is subject to any changes made by HUD.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, of wages and salaries, before any payroll deductions, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. 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 Internal Revenue Service 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.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for 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.
4. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
5. 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. (See B.14. below for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income (SSI) benefits.)
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, see B.3. below concerning treatment of lump-sum additions as family assets.)
7. All welfare assistance payments, such as TANF and General Assistance, received by or on behalf of any family member.
8. 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.
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See B. 7. below concerning pay for exposure to hostile fire.)

**B. Excluded Income 24 CFR § 5.609.**

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18.
2. 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).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal proper losses. (However, see paragraphs A.5. and A.6. above if the payments are or will be periodic in nature.)  
  
(See B.14. below for treatment of delayed or deferred periodic payments of Social Security or SSI benefits.)
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section XIV of this policy).
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. 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, and child care 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 SSI 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, child care, etc.) to allow participation in a specific program;
  - d. A resident services stipend, which may not exceed \$200 a month, received by a public housing resident for performing a service for the CHA, 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. If the amount of the stipend exceeds \$200 a month then the entire stipend will be counted as income; and
  - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of 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 a limited period as determined in advance by the CHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 annually for each full-time student age 18 and over (excluding the head of the household and spouse).
12. Adoption assistance payments in excess of \$480 annually per adopted child.

13. The incremental earnings and benefits to any resident: (1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; (2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or (3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
  - a. State-funded assistance, benefits, or services means any state program for TANF funded under Part A of Title IV of the Social Security Act, as determined by the CHA in consultation with the local agencies administering TANF and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - b. During the 12 month period, beginning when the member first qualifies for a disallowance, the CHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than what would be earned working 10 hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of SSI and Social Security benefits that are received in a lump sum payment.
15. Amounts received by the family in the form of refunds or rebates, under state or local law, for property taxes paid on the dwelling unit.
16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other federal statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**. and
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 **USC 5044(g), 5088**.

Examples of programs under this Act include, but are not limited to:

- i. The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- ii. National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and
- iii. Small Business Administration Programs such as the National Volunteer Program to Assist

Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC 1626(a)**.
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC 459(e)**.
- e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP); **42 USC § 8624 (f)**.
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC § 1552(b)**.
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. **94-540, 90 State 2503-04**.
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC § 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC § 117b, §1407**.
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance programs: **20 USC § 1087(u)**.
  - i. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC § 3056(f)**.
  - i. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420, 94 Stat. 1785**.
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; **42 USC 9858(q)**.
- n. Earned income tax credit refund payments received on or after January 1, 1991; **26 USC 32 (j)**.
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- q. Any allowance paid under the provisions of **38 USC §1805**. to a child suffering from spina bifida who is the child of a Vietnam veteran;
- r. Any amount of crime victim compensation received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and

- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

**C. Anticipating Annual Income 24 CFR § 5.609(d).**

If it is not feasible to anticipate income for a 12-month period, the CHA may annualize the income anticipated for a shorter period of time subject to an interim adjustment at the end of the shorter period. This includes all income and wages that are not received on a consistent basis.<sup>28</sup>

**D. Adjusted Income 24 CFR § 5.611.**

Income-based rent is calculated using adjusted income. Adjusted income is annual income minus the following deductions and exemptions:

**For All Families**

1. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment, or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:

- a. The amount of income earned by the family member released to work; or
- b. An amount determined to be reasonable by the CHA when the expense is incurred to permit education or to seek employment.

2. Dependent Deduction: An exemption of \$480 annually for each member of the family residing in the household (other than the head of household or spouse, live-in aide, foster adult, or foster child), who is age 18 or under, is age 18 or over and disabled, or is a full-time student. If parents share joint custody of a child and both parents live in CHA housing, the dependent deduction will be applied in accordance with a court-ordered determination or mutual written agreement on how to split the deduction.

3. Work-related Disability Expenses: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit any family member, including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include, but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. The annualized cost differential between a car and the cost of a van required by the family member with disabilities is also included.

- a. For non-elderly families and elderly or disabled families without medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income, provided the amount calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income (provided the amount calculated does not exceed the employment income earned) plus medical expenses as defined below.

**For Elderly and Disabled Families Only:** These deductions will only apply when the elderly or disabled individual is the head of household, co-head or spouse.

4. Medical Expense Deduction: A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed.

Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. The expenses claimed must be verifiable in order to be considered by the CHA for the purpose of determining a deduction from income.

- a. For elderly or disabled families without work-related disability expenses, the amount of the deduction shall equal total medical expenses less three percent of annual income.
  - b. For elderly or disabled families with both work-related disability expenses and medical expenses, the amount of the deduction is calculated as described in 3.b. above.
5. Elderly/Disabled Household Exemption: An exemption of \$400 per household. See Section XIV for definitions of elderly and disabled family.
  6. Optional Deductions/Exemptions: The CHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions.

**E. Computing Income-based Rent and Choice of Rent 24 CFR § 5.628.**

1. Total Tenant Payment
  - a. The first step in computing income-based rent is to determine each family's Total Tenant Payment (TTP). TTP is the higher of 30% of adjusted monthly income or 10% of gross monthly income.
2. Minimum TTP: The minimum TTP shall be \$75 per month. Whenever the TTP calculation results in an amount less than \$75, the CHA will impose a TTP of \$75.
3. If the family is occupying a unit that has resident-paid utilities, a utility allowance is subtracted from the TTP.
4. If the result of this computation is a positive number, then the amount is Tenant Rent.
5. If the TTP less the utility allowance is a negative number, the result is a utility reimbursement, which may be paid directly to the utility provider by the CHA pursuant to Section IX.
6. In developments where the CHA is responsible for providing the utility, Tenant Rent equals TTP. **24 CFR § 5.634.**
  - a. If the CHA is responsible for providing all utilities and the Minimum TTP is applicable, the Minimum TTP is the Income-Based Rent.

7. Choice of Rent

At initial admission and at each subsequent annual re-examination the CHA shall offer the resident a choice of paying either the income-based rent or the flat rent applicable to the unit they will occupy. Those opting to pay flat rent will be required to recertify their income every three years, although they are still required to participate in an annual re-examination in order to ensure that the unit size is still appropriate and the CHA Work Requirement or the Community Service Requirements/Economic Self-Sufficiency Programs (if applicable) are met.

8. Minimum Rent Hardship Suspension/Exemption **24 CFR § 5.630.**

- a. A minimum rent hardship exemption shall be granted to residents who can document that due to a financial hardship they are unable to pay the minimum rent. Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:
  - i. The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;

- ii. The family would be evicted as a result of being unable to pay the minimum rent;
  - iii. The income of the family has decreased because of changed circumstances, including loss of employment; or
  - iv. A death occurred in the family.
- b. If a family paying minimum rent requests a hardship exemption, the CHA must suspend the minimum rent, effective the following month. The CHA may not evict the family for non-payment of the minimum rent for 90 calendar days following the request for the hardship exemption.
  - c. The suspension of minimum rent continues until the CHA determines whether or not the hardship is short-term (lasting less than 90 calendar days) or long term (lasting 90 calendar days or more).
  - d. If the CHA determines that a qualifying financial hardship is temporary, the CHA will not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for hardship exemption. At the end of the 90-day suspension period, the CHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established by the CHA for the amount of back rent owed by the family.
  - e. If the CHA determines that the qualifying financial hardship is long-term, the family will be exempt from minimum rent until the hardship ceases. The resident will not be required to repay the suspended minimum rent.
  - f. Exemption from minimum rent does not mean the family does not have to pay rent. The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent.
9. Repayment Plans
- a. The resident and the CHA may enter and agree to one rent repayment plan in any consecutive 12 month period. The repayment plan may not result in the TTP being more than 40% of the adjusted monthly income.
  - b. The resident may be required to make a minimum deposit of 50% of the past due debt in order to sign a repayment plan and be lease compliant.

## **XII. Pet Policy**

### **A. Policy Statement**

1. Under Section 31 of Title I of the United States Housing Act of 1937, residents of federal public housing may own and keep common household pets in accordance with applicable regulations. The following Pet Policy sets forth requirements related to residents who wish to keep common household pets such as dogs and cats in their CHA public housing units. All residents who desire to keep a pet or assistance animal must obtain prior approval by the CHA before the pet/animal enters the unit
2. Unless otherwise stated, this Pet Policy shall not apply to mixed-income/mixed-finance communities in which the CHA may have public housing units. Such units shall be governed by that mixed-income/mixed-finance communities' relevant pet policy, building rules, or regulations that apply to pets.
3. At private communities where the CHA owns and operates units, this pet policy or a modified version specific to that community will be applied.
4. This policy applies to residents who live in units acquired through the CHA's Property Investment Initiative.
5. A qualified applicant or resident with a disability may request a reasonable accommodation to this policy at any time.

### **B. Assistance Animals for Residents with Disabilities**

1. The CHA and property managers will make reasonable accommodations for qualified persons with disabilities who are in need of an assistance animal that will provide the person with a disability meaningful access to the program or remove a barrier to equal opportunity to enjoy the housing provided. Assistance animals are animals that assist, support, or provide service to persons with disabilities. The functions performed by the assistance animal, include but are not limited to, the following:
  - a. Guiding individuals who are blind or have a visual impairment;
  - b. Alerting individuals who are deaf or hard of hearing to sounds;
  - c. Seeking and retrieving items;
  - d. Alerting persons to impending seizures or items that cause allergic reactions; or
  - e. Providing emotional support to persons with disabilities who have a disability-related need for such support.
2. The CHA requires verification of the need for an assistance animal from a knowledgeable professional and will confirm such verification. Once this verification is obtained and confirmed, the person with a disability will be exempt from the pet application fee and pet deposit. An assistance animal is not considered a pet and, thus, may not be subject to the size and weight limitations of this policy. All other parts of this policy shall be applicable.
3. Qualified residents with disabilities who have an assistance animal are required to comply with all other parts of this policy, including but not limited to, documentation that their animals are healthy and have received all legally-required inoculations. In addition, persons with disabilities must be able to care for their animals, keep them and their units in a safe and healthy condition, and be responsible for any damage, beyond reasonable wear and tear caused by their assistance animal. Owners of assistance animals must meet these requirements on their own or as part of a reasonable accommodation, with assistance from some source other than the CHA.

4. A reasonable accommodation request for an exemption to any part of this Pet Policy may be made at any time. Such request will be evaluated and requires supporting documentation from a knowledgeable professional. Approved assistance animals are still subject to all applicable provisions of policy.

### **C. Ownership of Pets/Assistance Animals**

1. Pet ownership by CHA residents is subject to reasonable requirements and limitations as described in this policy. CHA approval is required for pet or assistance animal ownership on CHA property. It is the resident's responsibility to read and comply with this policy. Owners will be responsible and liable for all bodily harm to other residents or individuals caused by their animal. Destruction of property belonging to the CHA or others caused by an owner's animal will be the financial obligation of the owner. Failure to make required restitution or repeated or serious violations of this policy are cause for lease termination.
2. Ownership of pets is restricted in the following ways:
  - a. By type or breed of animal;
  - b. By the number and combination of pets sought; and
  - c. By size, weight, or other factors particular to the type of pet (e.g., fish or birds).
3. Common household pets are defined as domesticated animals, such as a dog, cat, bird, rodent, rabbit, fish, or turtle, which are traditionally kept in the home for pleasure and not for commercial purposes.
4. Dog and Cat Ownership: Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Rottweilers, Pit Bull Terriers, Chows, and Doberman Pinschers, are not eligible for ownership on CHA property and will not be allowed under any circumstances. Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded.
5. Birds and Fish Ownership: The number of birds in a unit shall not exceed two and no aquarium shall exceed 20 gallons in size. Certain types of birds, including but not limited to hawks, eagles, condors, and pigeons, are not allowed under any circumstances.
6. Hamster, Guinea Pig or Gerbil Ownership: A maximum combination of two hamsters, guinea pigs, or gerbils may be kept.
7. Animals Not Permitted: Any poisonous or life-threatening reptiles and exotic or dangerous animals (e.g., snakes, iguanas, pigs, wild animals such as wolves and big cats, etc.) are not considered common household pets. They will not be allowed on CHA property under any circumstances.

### **D. Rules for Ownership**

1. Residents must register their pets or assistance animals with property management and receive approval before the pet/assistance animal is brought onto the premises. Failure to do so is a material violation of the lease. Residents will not be allowed to apply for pet approval retroactively. Therefore, the animal cannot be on the premises until the property manager gives approval. At the time of registration, the resident must submit the following completed documents: Pet Application Form, Alternative Care of Pet Statement, proof of inoculation, and an identification tag.
  - a. For cats and dogs, the resident must provide proof of having current rabies inoculations and verification that the pet is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed.

- b. For dogs, the resident must provide proof of having a current City of Chicago Dog License, as well as provide verification of the dog's breed.
2. Residents must pay a non-refundable pet application fee of \$50.00 for pets at the time the pet application is submitted. (e.g. a \$50.00 pet application fee for each of the following: a dog, a cat, an aquarium larger than 1 gallon and up to 20 gallons, or a pair of caged birds, gerbils, hamsters, or guinea pigs.)
3. Residents with disabilities who present verified documentation of their need for an assistance animal shall not be subject to a pet application fee or the pet deposit. The other information listed in Section D(1) above must be provided.
4. When the completed pet application is received, the property manager will review it. For new residents, the application will be approved or rejected by the time of leasing. For current residents, the property manager will approve or reject the completed application within 15 calendar days from the day the application was received. Incomplete applications, which are missing any required documents, will be denied. Residents will be required to re-submit the request. For current residents, pet applications will not be processed or approved if the household is not lease compliant.
5. If the property management approves the pet application, the resident can bring the pet on to the premises and must pay a refundable pet deposit. The pet deposit shall be kept together with the resident's security deposit in the same interest bearing account. The CHA will credit the resident's account on an annual basis in accordance with state and local law. The property manager must provide the resident a receipt for the pet deposit, separate from the security deposit receipt, and keep a copy of it in the resident's file. **24 CFR § 960.707 (d)**
  - a. Birds/Fish/Gerbils/Hamsters/Guinea Pigs/Turtles: A resident shall pay a refundable pet deposit of \$50.00 for an aquarium larger than 1 gallon and up to 20 gallons of fish or turtles and/or \$50.00 pet deposit for one or a pair of birds, gerbils, hamsters, or guinea pigs. This deposit must be paid at the time the lease is signed or pet approval is granted.
  - b. Cats/Dogs: A resident shall pay a refundable pet deposit of \$100.00 for a dog or for a cat. The resident shall have the following options to pay the pet deposit:
    - I. The entire \$100.00 paid at the time the lease is signed or pet approval is granted; or
    - II. \$50.00 paid at the time the lease is signed or pet approval is granted and the remaining \$50.00 paid in two installments of \$25.00. Each installment of \$25.00 is due the first of the month for the two months immediately following the signing of the lease or the pet approval.
  - c. Pet deposits will be refunded to the resident within 45 calendar days after the resident has moved from the property or the resident no longer has ownership of the pet. Property management will have the right to use the pet deposit to pay reasonable expenses attributable to damage caused by the pet. Such expenses can include, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Property management will notify the resident in writing of any deductions taken from the pet deposit within 30 calendar days.
6. One cat or one dog may be kept in any one unit. Cats are limited to 15 pounds (at adult weight). Dogs are limited to 35 pounds and 24 inches in height from the floor to the top of their head (at adult weight and height). An approved assistance animal is not subject to these size and weight limitations. Cats and dogs must wear a current rabies tag and an identification tag specifying the resident's name, address, and telephone number at all times.

7. One pair of birds and/or up to a 20-gallon aquarium of fish may be kept in any one unit. A reasonable amount of fish or other animals (such as turtles) appropriately kept in an aquarium will be permitted in a maximum 20-gallon aquarium.
8. An animal cage that can house a maximum combination of two hamsters, guinea pigs, or gerbils may be kept.
9. In compliance with City Ordinance S7-12-160 "Rabies Inoculation of Animals," every dog and cat must wear a valid rabies tag. All pets and assistance animals must also wear a tag bearing the owner's name, address, and telephone number.
10. All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving a medical reason why such is detrimental to the health of the pet or assistance animal.
11. An owner must be capable of taking care of the pet or animal without assistance or with assistance from a source other than the CHA. An owner is required to maintain a current Alternative Care of Pet Statement, which is a notarized statement from a person who will assume immediate responsibility for the pet in case the owner dies, becomes incapacitated, or is otherwise incapable to care for the pet or assistance animal. The Alternative Care of Pet Statement contains the alternative caregiver's name, address, and telephone number.
12. At the time of annual re-examination, the resident must update the Alternative Care of Pet Statement and registration, which includes providing proof of up-to-date inoculations, identification tag, and for cats and dogs, verification that the pet or assistance animal has been spayed/neutered, or a letter from a veterinarian giving a medical reason why the procedure was not performed.
13. Residents must physically control or confine their pets and assistance animals when CHA and property management employees, agents of the CHA or property management, or others must enter the unit to conduct business, provide services, or enforce lease terms.
14. Pets and assistance animals shall be quartered in the resident's unit. Residents shall not alter their unit, patio, or other area on CHA property to create an enclosure or a caged area for a pet or assistance animal.
15. No dog houses will be allowed on the premises.
16. Dishes or containers for food and water must be located within the owner's unit. Owners may not deposit food or table scraps for pets or animals on their porches, yards, or balconies.
17. Residents may not feed or water stray/wild animals.
18. Every owner will be responsible for proper disposal of fecal waste of their pet or assistance animal in a manner that will not damage or deface the unit or premises. In accordance with City Ordinance S7-12-420 "Removal of Animal Excrement," the excrement of any animal curbed on CHA property must be removed and disposed of immediately. Failure of the owner to remove and dispose of waste may result in a \$20.00 charge per occurrence from property management. Continued violation of this ordinance by the resident will be cause for lease termination.
19. In accordance with Section 8(f) of the **CHA Residential Lease Agreement** (Lease), owners are required to make sure their pets or assistance animals do not make noise that interferes with their neighbors' peaceful enjoyment of their units or disrupts the peace of the development/site.
20. Owners will be responsible for any damage caused by their pet or assistance animals including the cost of professional carpet cleaning and exterminating for fleas or other pet-borne pests.

21. Pets are not permitted in common areas (e.g., solariums, craft rooms, social rooms, laundry rooms, maintenance space, playgrounds, TV lounges, etc.). Lobby areas are available to pets for ingress and egress only. Assistance animals for persons with disabilities are exempt from this restriction.
22. While pets and assistance animals are outside of the unit and in building common areas (e.g. elevators, hallways, lobby, etc.), they must be controlled by being either kept on a leash, carried in the resident's arms, or in an appropriate animal cab. While outside the unit, dogs must be kept tightly reigned on a leash no longer than six feet in length.
23. If a pet or assistance animal bites or attacks a resident, CHA employee, anyone visiting on the premises, or any animal on the premises, the owner must surrender the animal to an animal control center within 24 hours, in accordance with City Ordinance S7-12-090 "Owner's Responsibility Where an Animal Has Bitten another Animal or Person." Upon knowledge of the incident, the property manager should also contact an animal control center.

A pet or assistance animal that bites or attacks a resident, CHA employee, anyone visiting on the premises, or any animal on the premises shall be subject to the mandates set forth in City Ordinance S7-12-050 regarding Dangerous Animals. The animal control center to which the animal was surrendered will determine if the animal is dangerous.

The owner must give permission to the animal control center to which the animal was surrendered to supply property management with a copy of the determination.

24. Visitors (non-residents) on CHA property are not allowed to bring animals onto the premises, except for assistance animals. The head of household being visited is liable for any and all damages caused by his/her visitor's assistance animal.
25. It is a material violation of the lease for a resident to neglect, abuse, or abandon their animal(s). The CHA will take the necessary steps to protect the safety of the animal(s) pursuant to Section I. of this policy.
26. It is a material violation of the lease to breed any animals in the unit.

#### **E. Pet Rule Violation**

1. Violation of this Policy twice within a 12-month period is considered a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. If a violation of Item 9 or Item 11 of Section XIII.D. constitutes a second violation within 12 months, but such violation is cured; the number of violations will be reduced to one.
2. A single violation of Item 23 of the Section XIII.D. is cause for lease termination. If the animal control center to which the pet that bit or attacked a resident, CHA employee, anyone visiting on the premises, or any animal on the premises was surrendered determines that the animal is a dangerous animal, the owner shall be required to remove the animal immediately to avoid lease termination.
3. Notice of Pet Rule Violation

When the property manager determines that a owner has violated one or more of these rules governing the owning or keeping of pets or assistance animals (excluding Item 23), based on objective facts and supported by written statements, then the CHA will serve a notice of the pet rule violation on the owner.

- a. The notice of pet rule violation must:
  - i. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

- ii. State that the owner has 10 calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet or assistance animal) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
  - iii. State that the owner is entitled to be accompanied by another person of their choice at a requested meeting; and
  - iv. State that the owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in termination of the owner's Lease. **24 CFR § 5.356 (a)**
- b. The notice of violation of Item 23 of Section XIII.D. will be cause for an emergency notice of removal. This notice will require the immediate removal of the animal.

#### **F. Pet Rule Violation Meeting**

1. If within 10 calendar days from service of notice violation, the owner requests a meeting to discuss an alleged pet rule violation, the CHA shall establish a mutually agreeable time and place for the meeting to be held. The meeting must be held within 15 calendar days from the effective date the notice of pet rule violation was served (unless the CHA agrees to a later date).
2. The CHA and the owner shall discuss any alleged pet rule violation and attempt to cure the violation and reach an understanding.
3. As a result of the meeting, the CHA may give the owner additional time to correct the violation. **24 CFR § 5.356 (b)(1)**
4. Any decision or agreements made as a result of the meeting will be placed in writing and signed by both parties. One copy is given to the owner, and one copy is placed in the resident's file.
5. Residents have the right to grieve decisions made through the **CHA Resident's Grievance Procedure**.

#### **G. Notice of Pet Removal**

1. If the owner and the CHA are unable to resolve the pet rule violation at the meeting or if the CHA determines that the pet owner failed to cure the pet rule violation within the additional time provided for this purpose under Section E.3.a.ii above (or at the meeting, if appropriate), the CHA will send the resident a notice requiring the pet owner to remove the pet. This notice must:
  - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
  - b. State that the owner must remove the pet or assistance animal within 10 calendar days of the effective date of service of notice (or the pet rule violation meeting, if the notice is served at the meeting); and
  - c. State the failure to remove the pet or assistance animal may result in the termination of the pet owner's tenancy. **24 CFR § 5.356 (b)(2)**

#### **H. Termination of Pet Owner's Lease**

1. The CHA will not terminate a owner's tenancy based on a pet rule violation unless:
  - a. The owner failed to remove the pet/assistance animal or correct the pet rule violation within the applicable time period specified above (including any additional time permitted by the CHA); and

- b. The pet rule violation is sufficient to terminate the owner's tenancy under the terms of the lease and applicable regulations. **24 CFR § 5.356 (c)**
2. Provisions of resident's Lease related to lease termination will apply in all cases.

**I. Protection of the Pet**

1. If the health or safety of a pet or assistance animal is threatened by the death or incapacity of the owner, or by other factors that render the owner unable to care for the pet, the CHA may contact the responsible party(ies) listed in the registration form or the Alternate Care of Pet Statement and ask that they assume responsibility for the pet.
2. If the CHA finds evidence of neglect, abuse, or abandonment of the animal, the CHA may contact the responsible party(ies) listed in the registration form or the Alternative Care of Pet Statement and ask that they assume responsibility for the pet.
3. If the CHA is unable to contact the responsible party(ies) despite reasonable efforts or if the responsible party(ies) are unwilling or unable to care for the pet, the CHA may contact the appropriate state or local Animal Control Authority, Humane Society, or designated agent of the CHA and request the removal of the pet or assistance animal.
4. If none of the above actions are effective, the CHA may enter the owner's unit, remove the pet, and place the pet or assistance animal in a facility that will provide care and shelter until the owner or a representative of the owner is able to assume responsibility for the pet or assistance animal, but for no longer than 30 calendar days. The cost of the animal care facility provided under this section shall be paid by the owner. **24 CFR § 5.363**

**J. Nuisance or Threat to Health or Safety**

Nothing in this policy prohibits the CHA or the appropriate City of Chicago authority from requiring the removal of any pet or assistance animal from the property if the animal's conduct or condition constitutes a nuisance or a threat to the health or safety of other occupants of the property or members of the community where the property is located, pursuant to provisions of state or local law. **24 CFR § 5.327**

### XIII. Lease Termination

The CHA requires that all resident households abide by their resident obligations and lease agreement in order to remain in good standing for public housing.

#### **A. Lease Termination Policy**

1. The CHA or the head of household may terminate tenancy at any time in accordance with all applicable federal, state and local laws, and the terms of the **CHA Residential Lease Agreement** (Lease). **24 CFR § 966.4(l)**.
2. A qualified resident with a disability may request a reasonable accommodation up until the time that he/she voluntarily vacates or is forcibly evicted from the dwelling unit.

#### **B. Resident-initiated Lease Termination**

1. The head of household may terminate his/her lease by providing 15 calendar days written notice, or by an appropriate alternative format in the case of a person with a disability, to the CHA or the property manager. If there is a co-head of household, they must also sign the written notice in order to terminate the lease. If the head of household is a qualified person with a disability, he/she may terminate the lease by an alternate form of communication.
2. There is an exemption to providing 15 calendar days written notice when the head of household is a victim of domestic violence, sexual violence, dating violence, or stalking. When the head of household, and/or their household members are victims of domestic violence, sexual violence, dating violence or stalking, and must leave the unit due to their status as a victim of domestic violence, sexual violence, dating violence or stalking, the victim or another household member shall inform property management within 72 hours but no longer than 30 days from the date of departure, after alternative housing or shelter is found.

#### **C. CHA-initiated Lease Termination**

1. The CHA or the property manager will terminate a lease for serious or repeated violations of the material provisions of the lease and related addenda. **24 CFR § 966.4(l)**.
2. The CHA or the Property Manager may not terminate the tenancy of a head of household on the basis of an incident or incidents of actual or threatened domestic violence, sexual violence, dating violence or stalking that occurs against the head of household or authorized members of the head of household's family that constitute serious or repeated violations of the material provisions of the lease.
3. Criminal activity directly relating to domestic violence, sexual violence, dating violence or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of assistance or tenancy, if the leaseholder or other authorized member of the leaseholder's household is the victim or threatened victim of that domestic violence, sexual violence, dating violence, or stalking and, as a result, could not control or prevent the criminal activity.
4. The property manager shall give written notice of proposed lease termination as required by the Lease and applicable regulations. The Notice of Lease Termination will be provided in English, Spanish, or other language as needed<sup>29</sup>, or in the alternative format requested by a qualified resident with a disability. **24 CFR § 966.4(l)(2)(i)**.
5. In the Notice of Lease Termination, the CHA must inform a resident of the reason for the lease termination and of his/her right to grieve the lease termination as provided in the **CHA Resident's Grievance Procedure**.

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<sup>29</sup> Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program (e.g. public housing) requires service or information in a language other than English in order to be effectively informed of or to participate in the program, the CHA shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide information in appropriate languages to such persons.

- a. The Grievance Procedure shall not be available to any resident whose tenancy is being terminated because of:
  - i. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, employees of the CHA, property management firms, or agents of the CHA, or persons residing in the immediate vicinity;
  - ii. Any violent or drug-related criminal activity on or off such premises; or
  - iii. Any activity resulting in a felony conviction.
6. Upon the head of household's request, the resident shall have the opportunity prior to a formal grievance hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
  - a. Requests for copies of documents, records, and regulations shall be submitted in writing by the resident or by the resident's representative to the property manager and the CHA.
  - b. The property manager and the CHA are required to provide the documents to the resident within five calendar days from the date of the request.
  - c. If the resident or the resident's representative requests copies within five calendar days of the hearing, copies of documents shall be made available no later than one hour before the formal hearing is scheduled to begin.
  - d. The resident or the resident's representative shall be responsible for payment at the time the resident receives the copies from the property manager or the CHA. Costs for copies shall not exceed 10 cents per page.
  - e. Any document requested by the resident or his/her representative, within the appropriate timeframe, that is in the possession of the CHA or the property manager and that is not made available after the resident's request, may not be presented by the CHA or property manager at a grievance hearing.
  - f. The CHA, its representatives, and/or Property Management shall have the opportunity before the formal hearing to request copies of all documents, records, and regulations relevant to the grievance that are in the possession of the resident. The head of household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the head of household plans to present at the formal hearing.
  - g. Any document requested by the CHA, its representatives, and/or Property Management, within the appropriate timeframe, that is in the possession of the resident and that is not made available after the CHA, its representatives, and/or Property Management's request, may not be presented by the resident at a grievance hearing.

**D. Eviction Actions**

1. The CHA may only evict a resident from the unit by bringing a court action.
2. Only the Cook County Sheriff's Office or another legally-authorized department are authorized to execute an eviction.
3. If the resident does not prevail in an eviction action, the resident will be liable for all court costs, excluding attorney fees. If the resident prevails in an eviction action, he/she is not liable for court costs.
4. The CHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
5. When deciding whether or not to evict for criminal activity, the CHA may consider all the circumstances

of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by family and household members, and the effects that the eviction would have on family and household members not involved in the proscribed activity.

6. In appropriate cases, the CHA may permit continued occupancy by Remaining Family Members (defined in Section XIV) and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit again.
7. The CHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to visit and/or reside in the dwelling unit.
8. The CHA may place the Remaining Family Members on probation for an appropriate period of time.

**E. Record Keeping Requirements**

1. The CHA shall maintain a written or electronic record of every lease termination and/or eviction. Copies of all issued termination notices shall become a permanent part of the resident's tenant file.

#### **XIV. Definitions of Terms Used in This Statement of Policies**

1. Accessible - When used with respect to the design, construction, or alteration of housing and non-housing programs, 'accessible', means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with disabilities.
2. Accessible Unit - A unit that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS) meets the minimum standards for compliance and is accessible.
3. Accessible Route - A continuous, unobstructed, UFAS-compliant path. **24 CFR § 8.21**
4. Adaptability - Ability to change certain elements in an otherwise accessible dwelling unit, such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with different types or degrees of disability. **24 CFR § 8.3**
5. Adjusted Rent - Rent used during an interim re-examination when a resident's income was reduced from flat rent to income-based rent due to verified hardship, but whose income later increases so that the income-based rent may now exceed the original flat rent. Adjusted rents equal flat rent for the applicable unit plus any utility allowance. The adjusted rent is in effect only for the portion of the year between the family's interim increase in rent and their next annual re-examination (when they can elect the flat rent).
6. Admission - The point in which the family becomes a public housing resident. The date used for this purpose is the effective date of the HUD Form 50058 for the family.
7. Adult Family Member - A person 18 years or older or an emancipated minor who is an authorized member of the household and listed on the lease. Only an adult family member may be the head or co-head of household.
8. Alteration - Any change in a facility or its permanent fixtures or equipment. Alterations do not include: normal maintenance or repairs, re-roofing, interior decoration, or changes to mechanical systems. **24 CFR § 8.3 and § 8.23(b)**.
9. Anniversary Date - This is 12 months from the effective date of the family's last annual re-examination or, during a family's first year in public housing, from the effective date of the family's initial examination (admission)
10. Annual Income - The anticipated total income of an eligible family from all sources for the 12 month period following the date of determination of income. See Section XI. A. for more information on how annual income is computed.
11. Applicant - An individual or a family that has applied for admission to CHA public housing.
12. Area of Operation - Jurisdiction of the CHA as described in Illinois law and Articles of Incorporation of the CHA.
13. Assets - Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets. See the definition of Net Family Assets for assets used to compute annual income.
14. Assigned Areas - Areas of public housing property that are assigned to residents for their exclusive use as part of their unit (e.g. front and back porches, yards, etc.) and for which the resident and resident's household are required to keep clean and safe condition by performance of housekeeping and/or maintenance upkeep.
15. Auxiliary Aids - Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3.**

16. Bifurcation – With respect to a public housing lease, means to divide a lease as a matter of law such that certain members of the lease who engage in criminal acts of domestic violence, sexual violence, dating violence or stalking can be evicted or removed from the lease while the remaining family members’ lease and occupancy rights are allowed to remain intact.
17. Care attendant/Caregiver - A person that regularly visits the unit of a CHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by CHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
18. Citizen - A citizen (by birth or naturalization) or national of the United States. **24 CFR § 5.504.**
19. CHA: The Chicago Housing Authority. The definition includes the CHA, its contractors, agents, and assignees.
20. Co-head of household - 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. A family can have only one co-head.
21. Community-area (Scattered Site) Wait List - List of applicants for scattered site units that are offered in accordance with the Gautreaux Court Order which states that fifty percent (50%) of scattered site units must be offered to applicants from the community where the unit is located.
22. Community-wide (Traditional Family) Wait List – List of applicants for CHA family housing. This traditional form of a wait list consists of one master waiting list, divided into sub-lists by the type and size of unit. Applicants are not asked their preference of location, although they may refuse an offer of a unit for “good cause,” which includes various locational elements. A community-wide wait list keeps applications in sequence based upon: date of application; application number; income tier; ranking preference, if any; and type and size of unit needed by the family (i.e. accessible or non-accessible unit, bedroom size).
23. Community Service Requirement - The performance of unpaid work or duties that benefit the public and 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.** Each adult resident of a public housing development shall:
  - a. Contribute eight hours per month of community service within their community;
  - b. Participate in an economic self-sufficiency program for eight hours per month; or
  - c. Perform eight hours per month of activities combining a) and b) above. **24 CFR § 960.603.**
24. Covered Families for Welfare Benefits - Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
25. Covered Person - For the purposes of lease enforcement, a resident, any authorized member of the resident’s household, a guest, or another person under the resident’s control. **24 CFR § 5.1.**
26. Dating Violence – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. See 42 USC §1437d(u)(3)(B)(2006). See also Domestic Violence, Sexual Violence/Sexual Abuse and Stalking.
27. Dependent - A member of the household (other than the head, co-head, spouse, foster child, foster adult, or live-in aide) who is under 18 years of age, or is a person with a disability, or a full-time student. **24 CFR § 5.603.**

28. Designated Family - The category of family for whom the CHA elects (subject to HUD approval) to designate a development (e.g. an elderly family residing in a development designated for elderly families) in accordance with the 1992 Housing Act.
29. Designated Housing (or designated development) - A development or portion of a development designated for a specific person (e.g. elderly housing in accordance with the Senior Designated Housing Plan).
30. Development - The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
31. Disability Assistance Expenses - Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed three percent of annual income.
32. Disabled Family - A family whose head, spouse, or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. **24 CFR § 5.403**
33. Displaced Person - A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. **24 CFR § 5.403**. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**.
34. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603**. in this section.)
35. Domestic Violence: Acts or threats of violence, not including acts of self defense, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies. See also Sexual Violence/Sexual Abuse, Dating Violence, and Stalking. **Violence Against Women Act of 1998, Section 404**.
36. Drug-Related Criminal Activity - The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.1**.
37. Economic Self-Sufficiency Program - Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**.
38. Elderly Family - A family whose head, spouse, or sole member is at least 62 years of age. It may include two or more elderly persons living together, or one or more elderly persons living with one or more non-elderly persons, including live-in aides, determined to be essential to the care and well-being of the elderly person(s). An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**.

39. Elderly Person - A person who is at least 62 years of age. **42 USC § 1437a(b)(3)**.
40. Eligible Immigration Status - For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable United States Citizenship and Immigration Services (USCIS) document. **24 CFR § 504**.
41. Emergency Applicants who are Victims of Federally Declared Disasters- Families or individuals who are displaced from their permanent residence due to a federally declared disaster and apply for CHA housing.
42. Extenuating Circumstances – Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
43. Extremely Low Income Family - A family whose annual income is equal to or less than 30% of AMI, as published by HUD adjusted for family size. **24 CFR § 5.603**.
44. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship, or operation of law who will live together in CHA housing; **OR** two or more persons who are not so related, but are regularly living together, and can verify shared income or resources.

The term family also includes: Elderly family (Definition #38), near elderly family (Definition #69) disabled family (Definition #32), displaced person (Definition #33), single person (Definition #84), the remaining member of a resident family (Definition #80), or a kinship care arrangement (Definition #56). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR § 5.403**.

Live-in Aides (Definition #59) may also be considered part of the household. However, live-in aides are not family members and have no rights as remaining family members.

Foster Care Arrangements include situations in which the family is caring for a foster adult(s) or child (ren) in their home who have been placed there by a public adult or child placement agency. These individuals are household members but are not family members and have no rights as remaining family members because they do not have the legal capacity to remain in the home without an authorized remaining family member who is eligible to assume the role of the head of household.

For purposes of continued occupancy, the term family also includes the remaining member of a resident family with the capacity to execute a lease.

45. 50/80% AMI Wait List – Wait list created at several CHA properties under consent decrees, revitalization orders, demonstration agreements, etc. wherein applicants must have a household income which qualifies within the 50/80% AMI framework, as published by the HUD on an annual basis. Qualification is both at the time of application and at the time the applicant reaches the top of the wait list. Applicants who cannot meet the 50/80% AMI income requirements will not be eligible for units specified as 50/80% AMI units but will retain their original date of application on the community-wide (traditional family) wait list.
46. 50/60% AMI Wait List – Applicants who qualify under the 50/80% AMI wait list, but have a household income within the Low Income Housing Tax Credit (LIHTC) limitation of 50/60% AMI are eligible applicants for units under the Site Base Wait Lists created at mixed-income properties with public housing units, LIHTC unit have an initial eligibility for occupancy that mandates that applicants must have a household income, which does not exceed 50/60% AMI threshold, as published by the LIHTC program administered by the Illinois Housing Development Authority (IHDA) and the City of Chicago Department of Housing (DOH), pursuant to 26 USC § 42. Qualification requirements must be met at the time of application and at the time the applicant reaches the top of the wait list. Applicants who cannot meet the forgoing 50/60% AMI criteria at the time of initial screening for occupancy will not be eligible for public housing units designated as 50/60% AMI units and will be removed from the 50/60% wait list. The applicants will retain their original date of application on the community-wide (traditional family) wait list.

47. Foster Adult - An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of CHA households, but they have no rights as remaining family members. The income received by the family for the care of a foster adult is excluded from annual income.
48. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Examples of educational institution shall include but are not be limited to: colleges, universities, secondary schools, vocational schools, or trade schools. **24 CFR 5.603.**
49. Good Cause – Adequate or substantial grounds or reason to take a certain action. What constitutes a good cause will be determined on a case by case basis. Examples of good cause include, but are not limited to:
- An applicant or transferring resident is unable to move at the time of the unit offer and presents verification that acceptance of the unit offer will result in undue hardship; or
  - The unit offered or current unit is not accessible to the applicant/resident's source of employment, education/job training program, children's day care facility or educational program for children with disabilities; or
  - The family demonstrates that accepting the unit offer will place a family member's life, health or safety in jeopardy; or
  - The unit is not accessible for a disabled member of the resident's household.
50. Guest - A person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to consent on behalf of the resident. **24 CFR § 5.1.**
51. Head of Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, spouse and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **24 CFR 5.504(b)**
- The family may designate any qualified family member as the head of household.
  - The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
  - Final approval of the head of household is based on the person passing CHA's screening requirements.
52. Household – A broader term for family that includes additional people who, with the CHA's permission, live in a unit, such as live-in aides, foster children, and foster adults. However, household members are not family members and do not qualify as remaining family members.
53. HUD –The United States Department of Housing and Urban Development.
54. Imputed Welfare Income - The amount of annual income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. **24 CFR § 5.615(b).**
55. Individual with Disabilities - The definition of an individual with disabilities is for the purpose of determining if an individual may obtain a reasonable accommodation or physical modification.

The Section 504 of the Rehabilitation Act (Section 504), Fair Housing Act and Americans with Disabilities Act (ADA) definitions of Individual with Handicaps and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition from 42 USC 1437a(b)(3) of "Person with Disabilities" as defined separately (#74) in this section.

The terms 'handicapped person' or 'person with handicaps' as defined in Section 504 and the Fair Housing Act are synonymous with the term 'individual with disabilities'.

- a. A physical or mental impairment that:
  - i. Substantially limits one or more major life activities;
  - ii. Has a record of such an impairment; or
  - iii. Is regarded as having such impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:

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

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, and communicating.

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

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or has none of the impairments defined in this section but is treated by a recipient as having such an impairment. **24 CFR § 8.3.**

- 56. Kinship Care – A temporary arrangement in which a relative or non-relative becomes the primary caregiver for a child(ren) but is not the biological parent of the child(ren). The primary caregiver need not have legal custody of such child(ren) to be a kinship caregiver under this definition<sup>30</sup>. The primary caregiver must be able to document Kinship Care, which is usually accomplished through school and/or medical records.
- 57. Lease Compliance Screening - A determination of whether a splitting family member would be lease compliant with the lease by demonstrating no serious or repeated violations of the terms of the lease, with a criminal background check, and a credit report review. The review of the credit report will be for records of evictions or orders of possession, delinquent rent, and will also look at bankruptcies filed relating to tenancy and shelter costs, delinquent debts owed to the CHA, other public housing authorities or Housing Choice Voucher programs, and delinquent utility payments.
- 58. Limited English Proficiency (LEP) Individual: A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English can be LEP and is entitled to language assistance with respect to a particular type of service or benefit.

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<sup>30</sup> Definition provided by the Kinship Care Project, National Association for Public Interest Law

59. Live-in Aide - A person who resides with one or more elderly persons, near elderly persons or persons with disabilities and who: (a) is determined by a knowledgeable professional to be essential to the care and well being of the persons or family member with a disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. **24 CFR 5.403.** Live-in aides have no rights as remaining family members upon death, eviction, departure, or abandonment of the resident or the family member with a disability requiring the live-in aide's services.
60. Low-Income Household - A family whose annual income does not exceed 80% of the AMI for the area as determined by HUD with adjustments for family size. **42 USC 1437a(b).**
61. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of three percent of annual income. **24 CFR § 5.603.**
62. Minor - A minor is a person under age 18. An unborn child will not be considered a minor. (See definition of dependent.)
63. Mitigating Hearing - Hearing at which the cases of applicants who wish to refute negative information that will likely result in the rejection of their applications for housing are reviewed.
64. Mixed Family - A family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504.**
65. Mixed-Income Family Wait Lists – Lists of residents or applicants who want to live in mixed-income/mixed-finance communities. A mixed-income/mixed-finance community generally includes one-third public housing units, one-third affordable units and one-third market-rate units. For public housing units in mixed-income/mixed-finance properties, determination and housing assignment will be performed by the property manager of the mixed-income/mixed-finance property.
- As CHA residents move into new mixed-income/mixed-finance communities they may be subject to housing rules not enumerated in the ACOP. Eligibility requirements called “site specific criteria” are established at each site. Site specific criteria, constitute standards, rules, or tests which property managers will use to assess any resident (public housing, affordable, or market rate) interested in renting an apartment in the mixed-income development. These criteria often include a review of the applicants’ credit history and a criminal background check, drug testing, housekeeping or home visits, and an evaluation of a resident’s employment and economic self-sufficiency record. These criteria build upon the criteria outlined in the CHA’s ACOP but they do not replace them. Site-specific criteria may also vary from one new community to another.
66. Mixed Population Development - A public housing development for elderly and disabled families.
67. Multifamily Housing Development - For purposes of Section 504, means a development containing five or more dwelling units. **24 CFR § 8.3.**
68. National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. **24 CFR § 5.504.**
69. Near-Elderly Family - A family whose head, spouse, or sole member is a near-elderly person. The term includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403.**
70. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603.**
- a. Real property (land, houses, mobile homes);
  - b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);

- c. Cash value of whole life insurance policies;
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds); and
- e. Other forms of capital investments (business equipment).

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

- 71. Non Housing Program - All or any CHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the CHA's offices and the offices of the private management companies, community centers, day care facilities, senior citizen centers, social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing programs include any aid, benefit or service provided by the CHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the CHA's housing programs.
- 72. Other Person Under the Resident's Control - A person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control." **24CFR § 5.1.**
- 73. Permanent Housing Choice Voucher (HCV) - A portable tenant-based HCV provided to fulfill the rights of residents under the RRC or Post 10/1/99 families and individuals so they can rent quality, affordable housing in the private housing market. HCV Program participants pay a percentage of their adjusted gross annual income for rent with the remaining rent amount subsidized by a Housing Assistance Payment (HAP) made by the HCV Program Administrator directly to the property owner. The subsidy allows participating families and individuals to live in homes and neighborhoods that they might not have been able to afford otherwise.
- 74. Person with Disabilities<sup>31</sup> This is the definition used to determine program eligibility. Under **42 USC § 1437a(b)(3)**, a Person with Disabilities is a person<sup>32</sup> who:
  - a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**;
  - b. Has a physical or mental impairment that:
    - i. Is expected to be of long-continued and indefinite duration;
    - ii. Substantially impedes his/her ability to live independently; and
    - iii. Is of such nature that such disability could be improved by more suitable housing conditions.

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<sup>31</sup> This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.

<sup>32</sup> A person with disabilities may be a child.

- c. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC § 6001(5)**.
75. Portion of Development - Includes, one or more buildings in a multi-building development; one or more floors of a development or developments; or a certain number of dwelling units in a development or developments. **24CFR § 945.105**.
76. Qualified Individual with a Disability, An individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the CHA can demonstrate would result in a fundamental alteration in its nature. Essential eligibility requirements include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the CHA. **24 CFR § 8.3**.
77. Reasonable Accommodation - A reasonable accommodation is a modification or change the CHA 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 CHA programs, including those that are operated by other agencies in CHA-owned public space. **24 CFR § 8.20**.
78. Reexamination – The process of securing documentation of total family income, family composition, and continued eligibility for public housing. See Section VI. for more information on the re-examination process.
79. Refusal of Housing - An applicant's choice not to accept a CHA offer of housing without good cause.
80. Rejection for Housing - A determination made by the CHA or property manager not to accept an applicant either because of ineligibility or failing applicant screening.
81. Remaining Family Members - Family members, listed on the unit's lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy. Continued occupancy by remaining family members is permissible only if one or more family members on the lease living in the household who can pass applicant screening and is age 18 years or over. Remaining family members must have lived in the unit as an authorized member on the Lease for a minimum of three years (36 months) without an unauthorized extended absence. Household members do not have rights as remaining family members. Live-in aides, foster children, or foster adults are considered household members and have no rights as remaining family members upon the death, eviction, departure, or abandonment of the resident family.
82. Service Provider - A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
83. Sexual Violence/Sexual Assault - Any conduct proscribed by chapter 109A of title 18, United States Code and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim. See also Sexual Abuse.
84. Sexual Abuse – includes violations of federal law where a person knowingly (1) causes another person to engage in a sexual act by threatening or placing that other person in fear (other than by threatening or placing that other person in fear that any person will be subjected to death, serious bodily injury, or kidnapping); or (2) engages in a sexual act with another person if that other person is (a) incapable of appraising the nature of the conduct or (b) communicating unwillingness to engage in, that sexual act, or attempts to do so. See also Domestic Violence, Dating Violence, and Stalking.
85. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

86. Site-based Wait Lists - Lists of applicants based on their preferred location of housing. All current applicants should be given information about each site and an opportunity to select one development where they would accept a unit offer, or to opt for the “first available” unit offer. Once the initial site-based lists have been established, all applicants will be informed of the length of each list and have an opportunity change their site selection. Ranking preferences establish the order of placement on the wait list but do not guarantee admission. **24 CFR § 903.7(b)(2).**
87. Sole Domicile - The place where a resident and all of the resident’s household members live and intend to remain indefinitely. A resident may not be absent from for more than 90 consecutive days in a lease term without prior notification to the property manager. See Section IV. for more information.
88. Spouse - The husband or wife of the head of the household. 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. The State of Illinois does not recognize common law marriages contracted in Illinois after June 30, 1905.
89. Stalking – To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and in the course of or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to that person. (Immediate Family Member as used in this context means a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.) See also Domestic Violence, Sexual Violence/Sexual Abuse, and Dating Violence.
90. Tenant Rent - The amount payable monthly by the family as rent to the CHA. If all utilities (except telephone) and other essential housing services are supplied by the CHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the CHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. **24 CFR § 5.6.**
91. Total Tenant Payment (TTP) - The TTP is calculated using the following formula: The greater of 30% of the monthly adjusted income (as defined in these policies) or 10% of the monthly annual income (as defined in these policies), but never less than the minimum rent. If the resident pays utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP. **24 CFR §5.628.**
92. Transfer Wait List - Lists of residents who are required by the CHA to transfer or request a transfer. Transfers will be processed in accordance with the Section V of the ACOP. With the exception of resident-initiated transfers, all transfer types have priority over new admissions from a CHA wait list.
93. Uniform Federal Accessibility Standards (UFAS) - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. **24 CFR § 8.32(a).**
94. Utilities - Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **24 CFR § 965.473.**
95. Utility Allowance – A monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied. The utility allowance is deducted from the residents TTP only if the resident is paying some or all of the unit’s utility bills. The current utility allowance amount is based off of a schedule in the housing management system.
96. Utility Reimbursement - Funds reimbursed to the resident through payments made directly to the utility company on the resident’s behalf if the utility allowance exceeds the TTP. Families paying flat rent do not receive utility allowances and, consequently, will never qualify for utility reimbursements.
97. Very Low-Income Family – A family with an annual income less than 50% of the AMI, adjusted for family size, as determined by HUD.

98. Visitor – See definition of Guest #50.
99. Welfare Assistance– Welfare or other payments to families or individuals based on need that are made under programs, separately or jointly, by federal, state, or local governments. **24 CFR § 5.603.**
100. Work Activities – As used in the HUD definitions under **24 CFR § 5.603.**, the term work activities means:
  - a. Unsubsidized employment;
  - b. Subsidized private sector employment;
  - c. Subsidized public sector employment;
  - d. Work experience (including work associated with refurbishing publicly-assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job search and job readiness programs;
  - g. Community service programs;
  - h. Vocational educational training (less than 12 months);
  - i. Job skills training directly related to employment;
  - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
  - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or
  - l. The provision of child care services to an individual who is participating in a community service program.