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**CITY GARDENS**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## **1.0 PURPOSE**

This Policy governs admission and occupancy of units at City Gardens development in the City of Chicago. City Gardens is a mixed income community consisting of 76 apartments. There will be 55 low-income tax credit units LIHTC Units, 25 of which will receive public housing assistance ("PHA-Assisted Units"), and 21 market rate units ("Market Rate Units" and together with the LIHTC Units and the PHA-Assisted Units, the "units" and each "unit").

This policy is subject to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development ("HUD"), Annual Contributions Contract ("ACC"), Regulatory and Operating Agreement, Section 42 of the Internal Revenue Code of 1986, and state and local laws, the CHA Leaseholder Housing Choice and Relocation Right's Contract (hereinafter "RRC") and CHA Relocation Rights Contract for Families with Initial Occupancy After 10/01/1999. Applicants for occupancy of units (referred to herein as "Applicants" or an "Applicant") who are governed by the Relocation Rights Contract (as defined in that contract) will be referred to as "RRC Applicants".

The Agent will not discriminate on the basis of race, color, creed, national origin, religion, age, (when age eligibility is not a factor), sex, disability, sexual orientation (including gender identity), order of protection status, military discharge status, source of income status, or familial status in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, access to management and services, access to common facilities, treatment of residents and termination of occupancy.

## **2.0 DEFINITIONS**

Definitions are identified in appendix A.

NOTE: Definitions may be modified from time to time because of issuance of Federal, State or local regulations.

## **3.0 DETERMINATION OF ELIGIBILITY AND SUITABILITY**



Prior to the execution of any lease between the Agent and the Applicant, the Agent will certify in writing that the family meets, or, in the case of an RRC Applicant, is engaged in activities to meet, all conditions governing eligibility and suitability. The specific requirements for eligibility and suitability are critical to the success of the property and are outlined below.

### **3.1 Eligibility for Admission**

Eligibility for PHA-Assisted Units:

- A. Applicant must qualify as a "family" as defined in Appendix A;
- B. All of the PHA-Assisted Units are also LIHTC Units. As such, they are regulated by Tax Credit Requirements and must also meet the eligibility requirements for LIHTC Units listed below.

Eligibility for LIHTC Units:

- A. Income. The income limits used by the Agent for admission are established by HUD and usually change on an annual basis. In no case will an Applicant be admitted to a LIHTC Unit if the Applicant family's income exceeds the LIHTC income limits. Additionally, an Applicant must earn enough gross income to satisfy Agent of an ability to pay the rental amount. Generally, except for persons who are using a housing choice voucher to rent units or Applicants for PHA-Assisted Units, each Applicant must earn at least 3 times the rental amount. The Agent, based on market conditions, may adjust this amount from time to time.
- B. Students. Applicants whose household, in its entirety, consists of full-time students any of whom do not meet one of the exemptions listed below will not be considered eligible for housing. For the purposes of Section 42 of the Internal Revenue Code, a full-time student is one who attends, or plans to attend during the next twelve months, an educational organization which normally maintains a regular facility and curriculum for a minimum of five months per calendar year and is considered a full-time student by the institution.

Exemptions Include:

- 1) Any one of the students filing a joint federal income tax return. A copy of the joint federal tax return must be included in the Applicant's file;
- 2) A household consisting of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party;
- 3) A household receiving assistance under Title IV of the Social Security Act;
- 4) A student who was previously under the care and placement of the State agency responsible for administering a plan under part B or part E of Title IV of the Social Security Act;
- 5) A household receiving Temporary Assistance for Needy Families; or
- 6) A member of the household enrolled in and receiving assistance under the Job Training Partnership Act or similar governmental job training program.

**Eligibility for Market Rate Units:**

Applicant must earn enough gross income to satisfy Agent of an ability to pay the unrestricted rental amount. Generally, except for persons who are using a housing choice voucher to rent the unit, the Applicant must earn at least 3 times the rental amount. The Agent based on market conditions may adjust this amount from time to time.

**3.2 Screening, Verification, Selection of Applicants**

**A. Screening (Property Specific Requirements)**

Eligible Applicants will be screened, and those who meet the screening criteria will be considered suitable for housing. In the effort to determine which Applicants meet the screening criteria, the Agent shall work closely with the Applicants to ensure they receive complete information on the history the Applicant has on each of the screening criteria. The Agent shall consider all information received

prior to making a determination on the eligibility of each Applicant.

If a determination has been made that the Applicant is eligible and satisfies all requirements for admission, the Applicant shall be notified of the approximate date of occupancy insofar as that date can be reasonably determined.

The Agent shall not deny admissions to any Applicant on the basis that the Applicant is or has been a victim of domestic violence, dating violence or stalking, if the Applicant otherwise qualifies for assistance or admissions, and nothing in this section shall be construed to supersede any provisions of Federal, state or local law that provide greater protection for victims of domestic violence, dating violence or stalking.

The following property specific requirements apply for initial determination of suitability. Property specific requirements for continued occupancy are discussed under section 5.0 "Continued Occupancy".

1. Employment.

Applicants who are employed a minimum of 30 hours per week shall meet the employment requirement. An Applicant means Head of Household or coHead of Household. Additionally, all family members ages 18-61, other than the employed head or co-Head of Household, must be working 30 hours per week, be enrolled full-time and regularly attending secondary or post secondary education program or involved in at least 30 hours per week of any combination of (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older, (b) blind or

disabled as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

2. Criminal Background Screening.

a. The Agent shall prohibit admission of Applicant families with members:

i. Who were evicted from federally assisted housing for drug related criminal activity for three years following the date of eviction unless:

1. The family can demonstrate that the person who engaged in the drug related activity has been rehabilitated;

2. The circumstances leading to the eviction no longer exist; or

3. The alleged perpetrator is no longer a member of the household; or

ii. Who are currently engaging in illegal use of a drug; or

iii. If the Agent has 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 premises by other residents; or

iv. Who are subject to a lifetime registration or any registration requirement under a sex offender program, including a 10 year registration requirement under the Illinois Sex Offender Statute; or

v. If the Agent has reasonable cause to believe that a household member's abuse of alcohol or pattern of abuse of alcohol may threaten the health, safety or right to

peaceful enjoyment of the premises by other residents; or

vi. Who have ever been convicted of arson; or

vii. Who have ever been convicted of manufacture or production of methamphetamine on the premises of federally assisted housing or any premises.

b. The Agent may prohibit admission of Applicant families with members:

i. Who have any history of criminal activity, including arrest or conviction, in the past ten years involving violence to a person; or

ii. Who, in the past five years, have any history of arrest or conviction involving drug activity, violence to a person, theft, illegal use or possession of a weapon, or damage to property; or any pattern of such activity in the past 10 years.

c. In the event of receipt of unfavorable information regarding conduct of the Applicant, the Owner shall give consideration to mitigating circumstances as outlined in section 3.2 D below.

### 3. Drug Screening

As a condition of application approval, all Applicants 18 years of age and older must submit to and pass a drug screening test. To pass, Applicants must be found to have no traces of illegal drug use.

### 4. Credit History

Applicants who are current in their rent and utilities or are currently up to date on any payment plan for outstanding rent or utilities, have no record of



having filed for bankruptcy within the last three (3) years and have no more than four (4) outstanding obligations over 90 days past due, exclusive of medical related charges and student loans (and excluding those obligations where an Applicant is current in a payment plan) shall meet the credit history requirement, provided that a credit history covering the last 5 years will be used to conduct an overall review of an Applicant's credit and current ability to pay rent. Telephone bills, cable bills and retail credit card accounts for \$300 or less will not be counted. Applicants whose bankruptcy filing date is within the last three (3) years will receive further consideration in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, student loans, divorce and consideration for bankruptcies where bankruptcy debts do not include rental and utility payments. Such a review includes consideration of payment history, landlord judgments, consumer debt, and prior debts owed to public housing programs.

5. Landlord Reference

Applicants who, during their tenancy with their current landlord or the landlord immediately preceding their current landlord, have no history of rent delinquencies, conflict with other residents, damage to property, violations of lease provisions, or complaints in Landlord/Tenant court shall meet the landlord reference screening requirement.

6. Childcare

Applicants who can demonstrate their children of school-age (as required by state or local laws) attend school regularly and that there is adequate supervision of children under the age of 13 when school is not in session shall meet the childcare screening requirement. If a child legally withdraws from school, that child must be engaged in at least 30 hours per week of any combination of (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance

in a program of education such as GED classes, English proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

7. Housekeeping Habits

**Applicants must pass a housekeeping inspection.** If an inspection conducted reveals no signs of poor health habits, physical abuse of the facilities, negligent dependent care, unauthorized occupants, or habits that could be detrimental to the property or other residents such as poor care of appliances, plumbing fixtures, etc at their current residence, that Applicant shall meet the housekeeping habit screening requirement.

The housekeeping inspection will look for poor housekeeping habits that could lead to an unhealthy environment for the Applicant and other residents , for example: food left open or out; dirty dishes left unattended; dirty floors and/or fixtures; excessive dirt and/or grease on stove; mold and/or mildew build up in kitchen or bathroom; excessive dirt on floors, walls, ceilings, cabinets or doors; excessive clothing or belongings strewn about in a disorderly fashion.

B. Engaged in Activities to Meet Property Specific Requirements.

**Those RRC Applicant families who do not meet the screening criteria may be considered suitable for housing after the processing of all Priority I RRC Applicants (as defined in the RRC) who meet the property specific requirements, if they are determined to be engaged in activities to meet the property specific requirements or if they can demonstrate the circumstances set forth below.**

The Agent will promptly notify Applicant families that they have been determined to be engaged in activities to meet property specific requirements (such Applicants are referred to herein as **"working to meet"**). When requested in writing by a working to meet Applicant, the Agent shall provide such Applicant, within 10 days of the written

request, with an opportunity for an informal hearing to present information the Applicant may wish the Agent to consider in re-evaluating their designation. The Agent shall notify the Applicant within 10 days of the informal hearing of the Agent's determination to uphold their initial determination (classifying such tenants as "working to meet") or overturning their initial determination.

The "working to meet" designation shall only be available to RRC Applicant families. Any Applicant families selected from any Chicago Housing Authority ("CHA") waitlist may not avail themselves of the "working to meet" designation.

### Employment

The Head of Household or co-Head of Household of an RRC Applicant engaged in at least 30 hours of (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

All other members of an RRC Applicant household between the ages of 18 and 61 engaging in one or a combination of the following activities for 30 hours each week: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older; (b) blind or disabled as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and



there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

#### Credit History

RRC Applicants who can demonstrate, to the satisfaction of the Agent, successful completion of a budgeting course and/or efforts, over the course of at least one year, to repay outstanding balances or other activities that demonstrate, to the Agent's satisfaction, that the family is working towards meeting the credit history requirement.

#### Childcare

RRC Applicants who can demonstrate, to the satisfaction of the Agent, successful completion of parenting classes and/or documentation of improved attendance record at school showing no significant absences of the Applicant's child(ren) or other activities that demonstrate, to the Agent's satisfaction, that the family is working towards meeting the childcare requirement.

#### Housekeeping Habits

RRC Applicants who can demonstrate, to the satisfaction of the Agent, that they have successfully completed a housekeeping training course and can demonstrate improvement in their housekeeping habits or other activities that demonstrate, to the Agent's satisfaction, that the family is working towards meeting the housekeeping habits requirement.

#### C. Rejection and Grievance Hearings

If the Agent determines the Applicant is ineligible, the Agent shall promptly notify the Applicant. When requested, and within 10 days after the receipt of the notice, the Applicant shall be provided an opportunity for an informal hearing to discuss the reason(s) for their ineligibility and to hear any other mitigating circumstances the Applicant may wish the Agent to consider relating to their application for housing. The Agent shall notify the Applicant within 10 days of the informal hearing of their

determination to uphold their initial determination of ineligibility or to overturn their initial determination of ineligibility.

RRC Applicants shall have the additional right to a grievance hearing with an independent hearing officer, in accordance with CHA's Grievance Procedure.

**D. Mitigating Circumstances**

In the event an ineligible Applicant requests an informal hearing as described in section 3.2 C above, the Owner shall give consideration, on a case by case basis, to any mitigating circumstances presented by the Applicant at the informal hearing, focusing on the concrete evidence of the seriousness and recentness of the unfavorable information, to the time, nature, and extent of Applicant's conduct, and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the Applicant. Factors to be considered in such a case will include, but are not limited to, one or more of the following:

1. Evidence of rehabilitation;
2. Evidence of Applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs;
3. Evidence of the Applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality; and,
4. Evidence that any negative Landlord/Tenant court complaint was not caused by actions of the Applicant or the Applicant's family but was due to other factors involving their tenancy.

**Criminal History**

In the event an Applicant is rejected for admission because of criminal history, the Owner may consider admitting the Applicant based on mitigating factors which indicate a reasonable probability of future

favorable conduct, compliance with the obligations of tenancy, the likely impact on City Gardens and the danger to the health and safety of residents and staff. No consideration will be given to households if any member of the household is subject to lifetime registration or any registration as a sex offender, or was convicted for the manufacture or production of methamphetamine on the premises of federally assisted housing or any other housing. Examples of mitigating factors include:

1. The culpable household member no longer resides in the household and is not expected to reside in the household in the future.
2. The incident occurred at a relatively distant time in the past.
3. The offense was an isolated incident, and is not part of a pattern of excludable behavior.
4. The seriousness or nature of the offense was minor.
5. The conduct was caused by a disability, and it is verified that the Applicant is not likely to engage in excludable behavior in the future.
6. The Applicant can provide evidence of rehabilitation, such as current involvement in counseling or the Community and Supportive Services Program or family Self-Sufficiency Program, if available, Alcoholics Anonymous, Narcotic Anonymous, successful completion of treatment, compliance with or successful completion of conditions of parole or probation.

#### Credit History

The Owner may consider mitigating circumstances or factors that indicate that the Applicant is actively engaged in credit improvement activities that establish a reasonable probability of future favorable conduct and lease compliance. In considering such mitigating circumstances, the Owner will take into account:

1. The age of the debts.

2. Whether the Applicant made and kept arrangements to pay back unpaid bills.
3. Whether the Applicant's poor credit was caused by disability or illness.
4. Whether the poor credit was caused by family break-up.
5. Whether the poor credit is related to involuntary displacement, involuntary unemployment or some other involuntary change in income.
6. Satisfactory completion of credit counseling.
7. The presence of other events beyond the control of the Applicant.

**E. Verification**

In conjunction with the application process, the Agent shall require whatever documentation is needed to verify information the Applicant has provided. The Applicant (and other family members as the Agent designates) may be required to execute a release and consent form(s) authorizing any person, firm, or association, including any federal, state or local agency to furnish or release to the Agent such information as the Agent determines to be necessary. Verification of eligibility, suitability and preferences, along with any other information, is to be accomplished by thorough evaluation from information submitted by the Applicant or received from third parties, including:

1. Verification of age of family members when the sole factor determining eligibility is age, or to support exemptions claimed for minors;
2. Pregnancy when it is the sole basis for determining eligibility;
3. Full-time student status;
4. Social Security numbers for all members of the household if they have been issued a number.



Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security number may be used for verification:

A driver's license, identification card issued by a Federal, State or local agency, identification card issued by a medical insurance company or provider (including Medicare and Medicaid), earnings statements or payroll stubs, bank statements, IRS Form 1099, benefit award letters from government agencies, retirement benefit letter, life insurance policies, and verification of benefits or Social Security Number from Social Security Administration;

5. Disability, veteran, or serviceman status when they are a factor in determining eligibility. For persons who claim disability but are not recipients of benefits under Section 223 of the Social Security Act or Section 102(b)5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, a doctor's certification as to the degree and possible length of such disability shall be required. The receipt of veteran's benefits for disability, either service incurred or otherwise, does not automatically establish eligibility for disability; and

6. Eligible immigration status.

#### **4.0 ADMISSION AND SELECTION**

##### **4.1 PHA-Assisted Units**

Agent will continuously set aside 25 units, which will initially contain a total of 55 bedrooms, in the Development as PHA-Assisted Units during the term of this Agreement. Provided that Agent continues operating the PHA-Assisted Units in accordance with the United States Housing Act of 1937 as amended from time

to time and in accordance with the terms of the Regulatory and Operating Agreement, such PHA-Assisted Units shall be eligible to receive Operating Subsidy Payments (as defined in the Regulatory and Operating Agreement) from CHA. The PHA-Assisted Units shall initially comprise the following mixture of unit sizes and descriptions:

<u>Unit Size</u>	<u>Number of Units</u>	<u>Total Dev. Count of Bdrms</u>
1 Bedroom	5	5
2 Bedrooms	12	24
3 Bedrooms	6	18
4 Bedrooms	2	8

The PHA-Assisted Units shall, to the extent feasible, be scattered evenly throughout the development, and within structures within the development. PHA-Assisted Units and non-PHA-Assisted Units shall be maintained and operated without distinction, excepting such differences in admissions procedures, lease terms and other conditions as are mandated by Public Housing Requirements or intended by Agent and CHA to effectuate public housing requirements and/or benefit the PHA-Assisted Units.

#### **4.2 Applications**

- A. An Application for Admission is required for a person to be considered for admission. Applications for Admission will be accepted between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, except designated holidays, at the following address:
- B. The location, facilities and circumstances for accepting applications will afford persons the greatest opportunity to apply.
- C. Periodically, Agent will attempt to contact each person on the waiting list to determine if they are still in need of assistance.
- D. All RRC Applicants shall be referred by CHA with corresponding Housing Offer Process ("HOP") numbers in accordance with the RRC. RRC Applicants will be required to complete an application form that will be entered on the waiting list in sequential order of their HOP number. RRC Applicants will be processed in order of their HOP number. Once all of the RRC priorities have

been processed or in concurrence with the RRC HOP list, the Agent will begin accepting referrals from CHA's public housing Applicant waiting list. If no such waiting list exists, the Agent shall create a waiting list in conformance with all applicable public housing requirements. Prior to creation of an Agent site-based waitlist for ACC-Assisted Units, the Agent must obtain CHA's permission and submit referrals from the Agent's site-based waiting list to CHA for screening. As applications are received, the date and time the application is received should be noted on the application form. All data is subject to verification. Each adult member of the family must sign the completed application.

- E. The Agent will keep a copy of each resident's application for admission in the resident's file. Any other occupancy information the Agent collects must be retained for at least three (3) years or in accordance with Federal Regulations. This will include data on current Applicants, residents, and applications from families who were never admitted.

#### **4.3 Record of Applications / Waiting List**

CHA has approved, through the Regulatory and Operating Agreement, the establishment of a site-based waiting list for public housing residents. The Agent will maintain a site based waiting list for public housing residents subject to the following requirements:

- A. The Agent will maintain a list of potential tenants to lease the PHA-Assisted Units. The list will be comprised of referrals from former Rockwell Gardens residents covered by the RRC to fill the 25 PHA Assisted Units. The Agent will engage in outreach from the referral list.
- B. The RRC Applicants on the waiting list for PHA Assisted Units shall be processed pursuant to the RRC, including the priorities detailed in the RRC and the HOP numbers given to each resident according to the RRC.
- C. Upon the exhaustion of all RRC Applicants, Applicant names supplied from CHA's public housing Applicant waiting list will be placed on the waiting list based on the date and time the application is received by the Agent.

- D. The Agent will maintain the waiting list by the required number of bedrooms. The Agent also will indicate on the waiting list the following about each Applicant's family:
1. Race / ethnicity;
  2. Determination of eligibility or ineligibility for selection and screening (including, for RRC Applicants, information that the resident is engaged in activities to meet the screening requirements);
  3. Preference determination;
  4. Date assigned to dwelling unit and identification of unit to which assigned, or date and unit offered and rejected with reason for the rejection noted; and
  5. Reason for removing Applicant from consideration for housing; i.e., upon Applicant's request, failure to communicate continued interest, or Applicant no longer qualifies.
- E. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, the Regulatory and Operating Agreement, other statutory requirements, and HUD regulations and policies, offers from the waiting list to appropriate sized units will be made after preferences are applied. Preferences for housing will be applied in accordance with the terms outlined in section 4 d. of the Relocation Rights Contract for all RRC Applicants awaiting PHA Assisted Units. Upon exhaustion of the RRC Applicants, preference for PHA -Assisted Units shall be determined in accordance with both current CHA policy and this Policy. There will be no preferences for housing applied for other LIHTC Units or Market Rate Units.

#### **4.4 Transfers**

The Agent shall maintain a centralized list of PHA -Assisted families (by number of bedrooms) that request to be or need to be transferred. The family name shall be placed on this list on the day the Agent becomes aware of a family composition change or receipt of a transfer request from the family Head of Household. Transfers will be made without regard to race, color, creed, national origin, religion, age, sex, disability (except when necessary to comply with ADA regulations), or familial status.



Transfers of PHA Assisted families may be approved for the following reasons:

A. Under Housed

If, upon re-examination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less than necessary to provide decent, safe and sanitary accommodations, in accordance with local regulations and codes, and state and federal laws, to the extent applicable, management may reassign or transfer residents to other dwelling units.

B. Over Housed

If, upon re-examination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms greater than necessary to provide decent, safe, and sanitary accommodations, in accordance with local regulations and codes, and state and federal laws, to the extent applicable, management may reassign or transfer residents to other dwelling units.

C. Medical

A resident may be transferred upon request for medical reasons when a transfer to another unit would eliminate or decrease the advancement of a medical condition or is required in order to be closer to available and necessary medical treatment. A doctor's statement verifying the need for such transfer may be required.

D. Emergency

An adult family member may be transferred upon request if an abusive situation exists within the household (i.e. battered spouse) that warrants emergency housing elsewhere. Transfer may be made only after proper verification and/or investigation. Children may accompany the custodial parent.

E. Natural Disaster

A resident family may be transferred because of a natural disaster (i.e. tornado, fire, flood), which makes the existing unit uninhabitable.

**F. Section 504 Compliance**

Any resident who requires a mobility accessible unit or sensory accessible unit may be transferred upon request. Verification of such need may be required. Agent, however, shall not deny a reasonable accommodation request but may grant such request if the need is readily apparent.

Additionally, any resident who does not require a mobility accessible unit or sensory accessible unit but who resides in such a unit may be transferred if the need for such a unit arises, but only after sufficient notice as defined in the Lease Addendum for Accessible Unit Availability.

**G. Safety / Security**

If a resident living alone should die while residing on the Agent's premises, all their personal belongings should be appropriately readied for a family member to collect and the apartment secured.

**H. Home Ownership**

When a Public Housing family is eligible for and desires to participate in a Home Ownership Program, a transfer may occur as long as that resident meets all eligibility requirements and a unit can be made available to him/her.

**I. Other - For Good Cause**

Situations may arise which are not included in items A-H whereby in the judgment of the Agent and/or designee determine that it is in the best interest of a resident and/or other residents of the community that a transfer be approved. For example: Continual resident conflict that undermines peaceful community living. Such transfer shall only be approved if both the resident and Agent agree to the transfer.

**J. PRIORITY**

Families under housed shall be given preference over families over housed in the transfer process. Families needing special consideration because of disability, medical conditions or emergency cases shall be accommodated before over housed families whenever possible.

Normally, transfers for hardship reasons shall have priority over new Applicants. The Agent will not require a family residing in a unit too large for its need to transfer into a smaller unit unless the waiting list reflects a need for the occupied unit.

#### **K. GENERAL TRANSFER REQUIREMENTS**

1. Families who are requesting permission to transfer in situations described in 4.4 (A), (B) and (H) above shall be in "Good Standing" under the terms of their lease. All other transfers, which are transfers based on the health and well being of the Tenant, can occur regardless of the status of the Tenant provided, however, that the transfer does not waive any of the Landlord's rights to pursue an eviction action against the Tenant. All Tenants must leave the premises in a condition satisfactory to management.
2. The remaining adult member of a resident family, legally on the lease, will be allowed to remain in occupancy but will be required to transfer to an appropriate size and type of unit. The new Head of Household for a PHA-Assisted Unit must meet both CHA's Applicant screening criteria and the Agent's Applicant screening criteria. Foster care adults and live-in-aides do not have any rights under the lease.
3. Resident initiated transfer requests during the first twelve (12) months of tenancy will be for Medical, Natural Disaster, Safety and Security, Section 504 Compliance, and Emergency situations only and will require the approval of the Agent.
4. The number of units offered to a family transferring will be one unless there is a hardship situation as determined by the Agent.

#### **L. TRANSFER PROCEDURE:**

1. Each person who desires to transfer shall submit an Application for Transfer to the appropriate Site Manager.

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It will be the responsibility of the Site Manager to verify the reason for and approve such transfer. The Application of each person shall be dated and time stamped when submitted, and if approved, shall be placed on a Transfer Waiting List within each category of each unit size for which the family is eligible.

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2. Persons who apply for transfer under this plan shall not be required to re-establish their eligibility for public housing, but shall be required to provide information on their Transfer Application to include name, address, number of persons in family, the sex and age of each family member and reasons for the transfer request along with any supporting documentation deemed necessary by Agent. Transfers involving PHA-Assisted Units require final approval by CHA.

#### **4.5 Income Limits**

The income limits used by the Agent for admission are established by HUD and usually change on an annual basis. In no case will an Applicant be admitted to a LIHTC unit if the Applicant family's income exceeds the LIHTC income limits. No minimum income limits are established for PHA-Assisted Units.

In accordance with the income restrictions required by sources of funding for the development, the following unit mix will be maintained.

- a. The 25 Public Housing Units shall be rented to Applicants whose income at the time of their admission is at or below 50% of area median income.
- b. Five (5) of the 30 non PHA-Assisted LIHTC Units shall be rented to Applicants whose income at the time of their admission is at or below 50% of area median income.
- c. The 25 remaining non-PHA-Assisted LIHTC Units shall be rented to Applicants whose income at the time of their admission is at or below 60% of the area median income.

In no event shall any Applicant be admitted to a PHA-Assisted Unit or LIHTC Unit whose income exceeds the maximum income allowable under Tax Credit and Other Requirements.

#### **4.6 Resident Rent Charges**

Residents of the PHA-Assisted Units are to be charged Resident Rent in accordance with 24 CFR §960.253, 24 CFR § 5.628, and the earned income disallowance procedures of CHA or any other established and approved policy of CHA.

Residents of LIHTC units will be charged a rent established by the Agent but in no case shall the LIHTC rent exceed the maximum rent allowable under section 42 of the Internal Revenue Code of 1986, as amended.

The Agent shall establish rental rates for the MarketRate Units.

#### **4.7 Other Charges**

The resident will be charged for special goods and services and for the cost of all repairs and damages caused by carelessness, misuse, or neglect on the part of the resident or guest. Such charges will be for the actual cost of the materials and labor required. A standard list of charges shall be posted in the rental office.

#### **4.8 Occupancy Standards**

To avoid overcrowding and prevent wasted space, LIHTC Units are to be leased in accordance with the occupancy standards set forth below. However, in the event that there are units which cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be housed in the next larger size unit and will be moved to units of the proper size at the earliest possible date. In no case will a family be given initial occupancy to a unit that results in an overcrowded situation.

A Dwellings shall generally be assigned as follows:

1. Other than husband and wife, legally recognized partnerships or legally consensual protected relationship, persons of the opposite sex may not occupy the same bedroom.
2. For reasons of health (old age, physical disability, etc.) separate bedrooms may be provided for such individual family members as verified.

3. Living rooms will not regularly be used as a bedroom.

B. Housing units shall be so assigned by taking into consideration every family member, regardless of age, who is to be counted as a person. An unborn child is not counted as a family member; however, Agent will consider size of household with unborn child included.

<u>No. of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4
3	3	6
4	5	8

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The Agent, based on individual family needs, will determine assignments of families within the unit ranges indicated above. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to transfer when the appropriate size unit becomes available.

#### **4.9 Dwelling Lease**

A dwelling lease shall be prepared by the Agent subject to approval of CHA and following the provisions of the RRC.

#### **4.10 Misrepresentation on Application for Admission**

If misrepresentations on the Application for Admission result in housing an ineligible or unsuitable family, the family may be required to vacate, even though currently eligible. If misrepresentation or failure to provide facts has resulted in payment of a lower total resident payment than should have been paid, the family will be required to pay the difference between the total resident payment paid and the amount that should have been paid. In justifiable cases, the Agent may take such other action as deemed reasonable.

## **5.0 CONTINUED OCCUPANCY**

### **5.1 Property Specific Requirements**

- A. Resident families who were offered housing based on meeting the property specific requirements or those resident families who were offered housing based on the determination that they were engaged in activities to meet the property specific requirements and who have subsequently met the requirements, are required to meet the property specific requirements at all times during their occupancy.
- B. In the event a family fails to meet the property specific requirements, in order to continue in occupancy, the household must show evidence of activities to meet the property specific requirements and meet such requirements within one (1) year except for those families who fail to meet the requirements in Section 3.2(A)(1) (such families can follow the procedures set out in Section 5.1 E below). The Agent shall retain the discretion to provide any family engaged in activities to meet the property specific requirements additional time to meet such requirements.
- C. If the Tenant has been conditionally admitted because the Agent has determined that the Tenant is engaged in activities to meet the Property Specific Requirements pursuant to the Section 3.2B, the Tenant and the Agent shall memorialize in writing the conditions the Tenant is currently satisfying and must continue to satisfy to show that he or she is engaged in activities to meet the Property Specific Requirements (the "Compliance Plan"). The Compliance Plan shall be attached and made a part of the Lease. The tenant is obligated to use best efforts to comply with the Compliance Plan throughout the first 12 months of conditional tenancy; however, an otherwise lease-compliant tenant will not be terminated during the first year of occupancy for failure to comply with the conditions of the Compliance Plan.
- D. If the Tenant is engaged in activities to meet the Property Specific Requirements other than those in Section 3.2 A 1 of the Admission and Continued Occupancy Policy (ACOP), and, if at the start of his/her first year's re-certification process the Tenant does not meet such Property Specific Requirements, the Agent will notify CHA to begin



looking for a unit for the resident at a property where the Tenant satisfies the occupancy criteria. If the Tenant does not meet the Property Specific Requirements (other than those in Section 3.2 A 1 of the ACOP) within one year of Tenant's move-in date at annual recertification, the Agent shall notify CHA, and CHA shall transfer the Tenant to a unit outside the Development or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract. If Tenant refuses to accept the transfer to a unit outside the Development or the Section 8 Housing Choice Voucher, the Agent may terminate the tenancy.

- E. If the tenant or co-head is engaged in activities to meet the Property Specific Requirements in Section 3.2 A 1 of the ACOP but at the start of his/her first year's recertification is not yet employed a minimum of 30 hours a week, such tenant may continue to reside at the development if all members of the household 18 years of age or older, other than the Tenant head or co-head, continue to meet the 30 hours of weekly activity described in Section 3.2 B and the Tenant Head of Household or coHead of Household can prove to the satisfaction of management that:
1. The Head of Household or co-Head of Household is enrolled full-time and is regularly attending a secondary or post-secondary educational program and shows progress in completion of the program. (Progress may constitute passing grades, completion of additional credits in the program, etc.) Additionally, the educational program must be one that, in the determination of the Agent, will lead to fulfillment of the 30 hour employment criterion at its completion, or
  2. The Head of Household or co-Head of Household is employed for some period of time less than 30 hours a week but is also engaged in one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post-secondary educational program, participation in a verified active job search or job counseling, enrollment and regular attendance in a basic skills training program that, together with the employment, equal not less than 30 hours a week, or



3. The Head of Household or coHead of Household is neither enrolled full-time in a secondary or post-secondary educational program nor is employed but is engaged for a minimum of 30 hours a week in a Service Plan for Self-Sufficiency, which consists of one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post secondary educational program, participation in a verified active job search or job counseling, or enrollment and regular attendance in a basic skills training program. It is the purpose of the Head of Household's or co-Head of Household's participation in this plan to develop employment skills and history that will enable the Head of Household or co-Head of Household to move toward economic self-sufficiency. The Head of Household or co-Head of Household will develop the Service Plan for Self-Sufficiency in cooperation with the local Service Provider and failure to follow the requirements of the Service Plan for Self-Sufficiency will constitute grounds for transfer from the development.

## **5.2 Community Service Work Requirements**

The Agent shall comply with Notice PIH-2003-17 (and any subsequent regulations or notices) in implementing the Community Service Requirements. Generally, these requirements require all adult public housing residents who are not employed, elderly, or disabled, or otherwise exempted to contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month. All public housing residents who are not exempt from this requirement may use any of those activities that they are engaged in to meet the property specific requirements that qualify to also meet the community service requirements.

## **5.3 Re-Examination of Resident Eligibility and Rental Adjustments**

- A. As required by Public Housing and LIHTC regulations, the Agent will annually re-examine the status of each resident family, of a LIHTC or Public Housing unit, relating to eligibility for continued occupancy, the rent charged, the meeting of property specific requirements, and the size of the apartment required. Residents will be re-examined

each year on the anniversary date established by the occupancy date of their lease.

- B. The Agent will require a written release of information from each family, signed by the Head of Household and/or the spouse, and any other adult member which will allow the release of all data and information necessary to enable the Agent to determine:
  - 1. whether the family meets the requirements of eligibility for continued occupancy;
  - 2. the rent to be charged; and
  - 3. the size of the unit required.
- C. Residents, who, at the time of application for continued occupancy, are deemed ineligible by failure to meet the continued occupancy requirements shall be notified in writing of such ineligibility, the reason therefore, and for PHA-Assisted families, be advised of their right to request a grievance hearing.
- D. Rents will be reviewed at the time of the annual re-examination and, if appropriate, be changed to conform to the approved rent.
- E. A PHA-Assisted family must report changes in income and the household composition. Once total resident payment is established, such payment rate shall remain in effect until the next annual re-examination or an interim rent adjustment for a change in family income or family composition. Decreases in family income should be reported so that rent may be adjusted accordingly.

Increases in PHA-Assisted family income must be reported which would raise the total resident payment.
- F. Increases in rent resulting from rent reviews for PHA-Assisted Units are effective the first of the second month following the notice of the change.
- G. Decreases in rent for PHA-Assisted Units are effective the first of the month following the reported change.
- H. If, upon re-examination, it is found that the size or composition of a PHA-Assisted family or household has changed so that the apartment occupied by the family

contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations as described in the occupancy standards, management shall give notice of at least thirty (30) days to the resident that the resident may be required to move to another unit.

- I. At the time of re-examination or change in income and/or family composition each family in a PHA-Assisted Unit will be given the option of choosing (1) flat rent established by Agent based on the value of the unit; or (2) income-based rent, which will be the greatest of 30 percent of adjusted income or 10 percent of monthly income. The Agent will give the family information on both types of rent so that the family can make an informed decision as to which type of rent it prefers.
- J. In the event the Head of Household of a PHA-Assisted Unit dies or leaves the unit, continued occupancy by remaining household members is permissible only if there is one or more adult authorized household members on the lease and living in the household. Additionally, after the death or departure of the original Head of Household, the Agent may permit an adult not on the lease to join the household as a new Head of Household. In giving approval for such an arrangement, the Agent will consider whether there is any remaining member capable of executing a lease and the ability of the family to stay together if the new household member is allowed to stay. The new Head of Household must meet both CHA's and the Agent's Applicant screening criteria.

#### **5.4 Restriction on Eviction of Families Based Upon Income**

The Agent shall not commence eviction proceedings or refuse to renew a lease based on the income of a PHA-Assisted Unit family except: (i) as provided in a Preservation and Transformation Plan adopted in accordance with and any applicable HUD requirements per 42 USC § 1437 and section 35 of the United States Housing Act of 1937, as amended from time to time, or (ii) as required by All Applicable Public Housing Requirements.

#### **5.5 Misrepresentation at Annual Re-Examination**

If the re-examination discloses that the family at time of admission, or at any previous re-examination, made misrepresentations that resulted in the family's classification of

eligible, when in fact ineligible, the family may be required to vacate even though currently eligible. Furthermore, if at the time of re-examination it is found that the misrepresentations or failure to provide facts resulted in a lower rent being charged, the family will be required to pay the difference between the rent paid and the amount that should have been paid. In justifiable cases, the Agent may take such other action as deemed reasonable. If the Agent is unable to complete the annual re-examination because of the fault of the family, the effective date of any change will be the re-examination anniversary date.

If, by no fault of the family, the Agent is unable to complete its annual re-examination, the effective date of any increase in total resident payment will be the first of the second month following completion of re-examination; the effective date of any decrease in total resident payment will remain the re-examination anniversary date, and the family will be given the appropriate total resident payment credits for overpayment.

## **5.6 Collections**

### **A. Resident Rent Charges**

Rent is due and payable in advance without notice at the office of the Agent on the first day of each month. If not received by close of business on the 5th day of the month, and the resident has not contacted the Agent, the Agent will mail or deliver a notice of delinquent rent to the resident's address. Such notice will remind the resident of the lease obligation and will designate a deadline, by which the resident is to contact the Agent office and make arrangements for payment. If there is a good reason for an extension of time to pay the delinquent rent, the Agent may, at its sole discretion, enter into an agreement with the resident. Such agreement will be in writing, signed by both parties, and require the resident to make future rent payments in full no later than the fifth (5<sup>th</sup>) of the month during which they become due. The agreement will specify the due dates and dollar amounts of periodic payments to be made toward settlement of the past-due balance. Failure to reach an agreement, or failure of the resident to abide by the terms of the agreement, will lead to the Agent filing for eviction. All terminations shall be processed in accordance with the requirements of the lease, state law, and federal regulations. For those residents who derive all or part of their income from a government benefit, such as SSI

payments, and whose benefit payment arrives after the first of the month, rent will not be considered late until seven days after the date of such payment. It is the responsibility of the resident to document the date of the payment to have late fees waived.

**B. Other Charges**

Charges other than rent, such as utility charge and resident-caused damages, shall become due and payable 14 days after the Agent gives written notice of such charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action including advising the Resident of any right to grieve the action. A schedule of standard charges will be posted in the management office.

**5.7 Inspections**

- A. The dwelling unit and premises shall be inspected jointly (when possible) by the Applicant or resident and Agent. Both parties will agree on the condition of the unit by signing an inspection check sheet. The original move-in inspection sheet will be kept by the Agent, and a copy will be given to the resident.
- B. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent, and sanitary dwelling unit and premises may result in lease termination.
- C. Inspections shall be made:
  - 1. At move-in, prior to occupancy;
  - 2. Periodically, every six (6) months;
  - 3. Follow up inspections will be scheduled within fifteen (15) days if housekeeping practices or other circumstances require. Appropriate notice to the resident shall be given prior to any inspection which shall be in accordance with the lease; and
  - 4. At move out. Inspections should be done with resident unless the resident has previously vacated the unit and is unavailable. In the latter case, the Agent will conduct an independent inspection.



After the initial move-in inspection, the Agent will provide all residents 48 hours notice of any scheduled inspection as required by section 5-12-050 of the Chicago Residential Landlords and Tenants Ordinance.

## **6.0 SECURITY DEPOSITS**

Each family is required to pay a security deposit in an amount determined by the Agent. RRC Applicants' security deposit will be transferred by CHA in accordance with the RRC. Payments must be made prior to occupancy, unless other arrangements are made otherwise. The security deposit, and any interest due on the deposit, will be returned to the resident within thirty (30) days after move-out, provided, however, that the landlord may deduct from the security deposit:

- A. Any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance, and;
- B. A reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, excluding damages caused by normal wear and tear. In case of such damage, the landlord may only deduct such amounts provided that the landlord delivers or mails to the last known address of the tenant within 30 days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or (if the work was performed by the landlord's employees) a certification of actual costs of repairs of damage within 30 days from the date the statement showing estimated cost was furnished to the tenant.

The security deposit may not be used to pay charges during occupancy.

The amount of security deposit required is specified in the approved dwelling lease and the pet policy if applicable.

## **7.0 COMPLAINTS OF DISCRIMINATION**

A Fair Housing and Equal Opportunity poster containing information on filing discrimination complaints by those persons believing themselves to be subjects of discrimination, will be posted conspicuously in complex offices for public information and inspection.

## **8.0 EVICTIONS**

Failure of a family to comply with the provisions of the resident's lease shall cause the Agent to begin eviction proceedings in accordance with federal, state and local law. Violations of the Lease may include, but are not limited to, criminal activity, non-payment of rent, failure to provide Agent with required information for recertification, fraud regarding income and family composition, failure to maintain unit and surrounding area in a safe and sanitary condition, destruction of Agent property, violation of pet policy, or any serious or repeated violations of the terms of the Lease.

Residents of PHA-Assisted Units are entitled to utilize provisions of CHA's Grievance Procedure to attempt settlement of disputes with the Agent.

Upon notice of termination, a resident has 14 days to file for a grievance hearing. Failure to request a grievance hearing will result in the resident waiving their rights to a grievance hearing.

## **9.0 PET POLICY**

The Agent in accordance with the Quality Housing and Work Responsibility Act of 1998, has adopted a pet policy. Pets must be kept in accordance with the provisions of the lease and the policy adopted. All residents must consult with the Agent and enter into a formal pet agreement prior to housing a pet within their unit.

## **10.0 CONFLICT WITH FEDERAL STATUTE, REGULATION, OR HUD POLICY**

This policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy; and any conflict between this Policy and federal statutes, Section 42, regulations, CHA Moving to Work Agreement with HUD or HUD Handbook provisions will be resolved in favor of federal law and policy. Further, any conflicting provisions between this Policy and CHA's Admissions and Continued Occupancy Policy shall be resolved in favor of the latter.

#### **11.0 NO-SMOKING POLICY**

The premises known as City Gardens to be occupied by resident and members of resident's household, have been designated a smoke-free living environment. Resident and members of resident's household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident's dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building's entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees. Residents are responsible for the actions of their household, their guests and visitors. If you are observed in violation of this No Smoking Policy it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, the resident will be responsible for all costs to remove smoke odor or residue upon any violation of this No Smoking Policy.



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## **Appendix A**

### **DEFINITIONS**

**NOTE:** Definitions may be modified from time to time because of issuance of Federal, State or local regulations.

**Adjusted Income** ( as defined in the “Public Housing Occupancy Guidebook”)

Annual income less:

- A. \$480.00 for each dependent;
- B. \$400.00 for an elderly or disabled family;
- C. Any reasonable child care expenses necessary to enable a family member to be employed or to further his or her education; and

The sum of the following items, to the extent that the sum exceeds 3 percent of Annual Income:

- D. Unreimbursed medical expenses for any elderly or disabled family; and
- E. Unreimbursed reasonable attendant and auxiliary apparatus expenses for each member of the family who is a person with a disability needed to enable an adult family member (including the member who is a person with disabilities) to work, but this allowance may not exceed the earned income of the family member age 18 and over who are able to work because of such attendant care or apparatus.

#### **Annual Income**

- A. Annual income includes all amounts, monetary and non-monetary, that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the effective date of the annual reexamination. Annual income includes amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations.

**B. Income includes, but is not limited to:**

- 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.**
- 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line decline, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.**
- 3. 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 depreciation is permitted only for straight-line depreciation. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. 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 national passbook savings rate, as determined by HUD.**
- 4. The full amount of periodic amount received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in paragraph 10.1 Amounts Excluded from Annual Income (c) under income exclusions).**

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided under paragraph (c) 10.1 Amounts Excluded from Annual Income).
6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is radically reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.
  - Imputed welfare income based on the amount of income not actually received by a family member due to a reduction of benefits because of fraud or failure to comply with economic self-sufficiency programs. The Agent shall follow CHA's imputed welfare income procedures.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (except for hostile fire pay, which is excluded below).

C. Annual income does not include the following: (24 CFR § 5.609(c))

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (e) above);
4. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, as defined in Section 2.2 Definitions of Eligible Families;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. (i) Amounts received under training programs funded by HUD;  
(ii) Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Achieve Self Sufficiency (PASS);  
(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;  
(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for CHA or Owner, on a part-time basis, that enhances the quality of life in the

development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of CHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Temporary, nonrecurring, or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the Head of Household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts; a lump sum payment covering the period from application to determination of eligibility;
14. 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;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment

needed to keep the developmentally disabled family member at home; or

16. 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 any program to which the exclusions set forth in the above list of excluded income apply. The following list of benefits is excluded income:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- 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:
  - the Retired Senior Volunteer Program (RSVP);
  - Foster Grandparent Program (FGP);
  - Senior Companion Program (SCP);
  - the Older American Committee Service Program; and
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
- 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);
- Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)];
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];



- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub.L. 94-540, 90 Stat 2503-04]; and
- 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 [25 USC 117 (b), 1407].

17. 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 (uu)]. 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.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]: 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.
- Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- 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)];
- Earned income tax credit refund payments received on or after 1/1/91 [26 USC 32 (j)];
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 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;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the Applicant under the Victims of Crime Act; and
- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

18. Disallowance of increase in annual income (24 CFR § 960.255). The Agent shall follow CHA's Income Disallowance Procedure (appendix D of CHA's A and O policy).

#### **Application for Admission**

A written form to be signed and dated by all adult members of the family that includes information the Agent needs to determine whether the family can be admitted in accordance with Section 4.0. The format for this basic information is developed by the Agent and approved by CHA.

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### **Child Care Expenses**

Amounts anticipated to be paid by the family for the care of children 12 years of age and younger during the period for which annual income is computed but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

### **Community (or Site)**

A term used to identify units located in the City Gardens development.

### **Dependent**

A member of the family household (excluding foster children) family head or spouse, co-head, legally recognized partner, or boyfriend/girlfriend of head,) who is a minor or is a person with disabilities, or is a full-time student.

### **A Person with Disabilities**

A person with a disability as defined in Section 233 of the Social Security Act (42 USC 423) or in Section 102 of the Development Disabilities Services Facilities Construction Amendments of 1970 (42 USC 2691 (1)).

### **Disability Assistance Expense**

Reasonable costs that are anticipated, during the period for which annual income is computed, for live-in aides and auxiliary apparatus for a family member with disabilities and that are necessary to enable a family member to work.

### **Displaced Person**

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

### **Elderly Family**

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A family whose head or spouse (or sole member) is elderly or a person with disabilities. It may include two or more elderly, disabled, or individuals with disabilities living together or one or more of these persons living with one or more live-in aides.

#### **Elderly Person**

A person who is at least 62 years of age.

#### **Near-Elderly**

A person who is at least 50 years of age, but less than 62 years of age.

#### **Family**

A family includes:

All families as defined by 24 C.F.R. 5.403, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a tenant family, and a single person or two or more persons related by blood, marriage, adoption, or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

#### **Flat Rent**

The established rent based on the rental value of each PHA-Assisted Unit (as determined by the Agent and CHA) designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. In no event will the flat rent for a LIHTC unit exceed the permissible rent under the LIHTC program. Each tenant family occupying a PHA-Assisted Unit must elect annually whether its tenant rent will be calculated as a "flat rent" or as an "income based rent".

#### **Full-Time Student**

A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

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**Head of Household**

The head of household is an adult member or an emancipated minor, who is a member of the family and who is responsible for supplying the needs of the family.

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**Individual with Disabilities**

A person having a physical or mental impairment that:

- A. is expected to be a long-continued and indefinite duration;
- B. substantially impedes his/her ability to live independently; and
- C. is of such a nature that such ability could be improved by more suitable housing conditions.

**Live-In Aides**

A person who resides with an elderly person or a person with disabilities who:

- A. is determined by the Agent to be essential to the care of well being of the person;
- B. is not obligated for support of the person; and
- C. would not be living in the unit except to provide necessary supportive services.

**Lower Income Family**

A PHA-Assisted family whose annual income does not exceed 80 percent (80%) of the median income by family size for the area, as determined by HUD.

**Medical Expenses**

Those medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed, and that are not covered by insurance or reimbursed.

**Minimum Rent**



In accordance with Section 507 of the Quality Housing and Work Responsibility Act of 1998, minimum rent requirements have been set at \$75 for Public Housing Residents in City Gardens units. The act also requires the Agent to waive minimum rents for an indefinite period of time for Public Housing families with a long-term financial hardship (over 90 days). The resident must provide Agent with reasonable documentation to substantiate the financial hardship.

A financial hardship includes the following situations:

1. The family is awaiting an eligibility determination to receive federal, state or local assistance (includes legal aliens entitled to receive assistance under the INA).
2. The family's income decreases due to changed circumstances, loss of employment or a death in the family.
3. The family will be evicted as a result of non-payment of the minimum rent.

Financial hardship status will be granted immediately to Public Housing families requesting a hardship exemption for a period of 90 days. When the family requests a hardship exemption, the minimum rent requirement will be immediately suspended until a determination can be made by Property Management as to the validity of the hardship exemption and whether it is temporary or long term. A short-term hardship is defined as any hardship lasting 90 days or less. A long-term hardship is defined as any hardship lasting 91 days or longer. Whenever a Tenant is placed on minimum rent, Management will remind the Tenant of his or her right to claim financial hardship status.

#### **Monthly Adjusted Income**

One-twelfth (1/12) of adjusted income.

#### **Monthly Income**

One twelfth (1/12) of annual income.

#### **Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real and personal property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and equity of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Section 2.2.) In determining net family assets, the Agent shall include the value of any assets disposed of by an Applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as a part of the separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the Applicant or resident receives important consideration not measurable in dollar terms.

**Owner**

The owner of the City Gardens mixed-income rental community located at [\_\_\_\_\_], Chicago, Illinois.

**Reasonable Accommodation**

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified person with disabilities in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity, in compliance with ADA Regulations

**Resident Rent**

The amount payable monthly by the family as rent to the Agent for occupancy of a unit. Some utilities and other essential housing services are not supplied by the Agent, and the cost thereof is not included in the amount paid as rent. Income based Resident Rent for Public Housing Residents equals total resident payment less the utility allowance. Resident Rent for LIHTC units will be determined by the Agent but shall not exceed the maximum rent allowed under Section 42 of the Internal Revenue Code of 1986.

**Section 42**

Section 42 of the Internal Revenue Code of 1986, as amended, and any implementing regulations.

### **Single Person**

A single person is a person living alone or intending to live alone, and who does not qualify as an elderly family, near-elderly, or a disabled person or a displaced person as defined in this Section, or as the remaining member of a resident family, or who is not a single, pregnant woman.

### **Spouse**

The husband, wife, or legally recognized partner of the Head of Household.

### **Tax Credit Requirements**

Any and all matters required by Section 42 or any other agreement made as a condition of receipt of tax credits, whether or not such requirement is explicitly stated in section 42 or regulations thereunder.

### **Total Resident Payment**

The monthly amount calculated for a PHA-Assisted Unit under "A" below. Total resident payment does not include charges for excess utility consumption or miscellaneous charges.

A. Total Resident Payment for a family whose initial lease is effective on or after August 1, 1982, shall be the highest of the following, rounded to the nearest dollar:

1. 30 percent (30%) of monthly adjusted income; or
2. 10 percent (10%) of monthly income.
3. Minimum Rent.

Or if elected;

4. Flat Rent

### **Utilities**

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Utilities are water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone and cable television service are not included as utilities.

#### **Utility Allowance**

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If the cost of utilities (except telephone and cable television) and other housing services for a PHA-Assisted Unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Agent or HUD, under 24 CFR Part 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances should be consistent with the requirements of a safe, sanitary, and healthful living environment.

#### **Utility Reimbursement**

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit.

#### **Very Low-Income Family**

A family whose annual income does not exceed 50 percent (50%) of the median income by family size for the area, as determined by HUD.

#### **Veteran**

Veteran is a person who served in the active military, naval, or air service, and who was discharged or released under honorable or general conditions.

#### **Welfare Assistance**

Welfare or other payments to families, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

## ***APPENDIX B***

### ***PET POLICY***

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#### **SECTION I      Selection Criteria**

A pet is defined as a domesticated animal such as, but not limited to, a dog or cat, bird, or fish or turtle that is traditionally kept in the home for pleasure rather than commercial purposes. Reptiles, except turtles, and rodents are not considered pets.

##### **A.      Approval**

Prior to allowing a resident to keep an approved house pet in the unit, the resident must execute this pet policy. The pet owner must provide proof of the pet's good health, weight and suitability under the standards set forth under "General Guidelines" in the criteria. In addition, the resident must present a certificate of inoculation and vaccination along with proof of registration, spaying and or neutering. A household must be lease compliant in order to receive pet approval.

Residents who require a pet due to a disability or for some other verified medical need will not be unreasonably denied such a pet.

Initial \_\_\_\_\_

##### **B.      Assistive Animals**

This pet policy does not apply to animals that are verified to be medically necessary as an assistive animal needed by persons with disabilities. The need for such animals must be verified by a qualified medical practitioner.

##### **C.      General Guidelines:**

The following types of animals may be allowed under compliance with this policy and city, county, state and federal ordinances. However, except for Auxiliary aid or assistive animals, dogs will not be permitted in buildings where the primary access to the apartments is through an elevator (typically a mid-rise or high-rise building).

###### **1.      Dogs**

- a.      Maximum number – one (1);
- b.      Maximum weight – twenty five (25) pounds;
- c.      Must be house broken;



- d. All dogs over six months of age must be spayed or neutered by a licensed veterinarian;
  - e. Must be properly inoculated by a licensed veterinarian;
  - f. Must be licensed in accordance with local laws and ordinances;
  - g. No Pit Bulls.
2. Cats
- a. Maximum number – one (1);
  - b. All cats over six months of age must be spayed or neutered by a licensed veterinarian;
  - c. Must be properly inoculated by a licensed veterinarian;
  - d. Must be trained to use a litter box;
  - e. Must be licensed in accordance with local laws and ordinances;
  - f. Must be de-clawed (front claws only)
3. Birds
- a. Maximum number – two (2)
  - b. Must not be more than 12 inches in height and 2 lbs. in weight
  - c. Must be maintained inside of a cage at all times
4. Fish
- a. Must be fresh water fish only
  - b. Maximum aquarium size – twenty (20) gallons fresh water
  - c. Must be supported by an approved stand for aquariums and appropriate weight

Initial\_\_\_\_\_

## **SECTION II      Pet Fees & Security Deposits**

- A. In addition to the regular security deposit for the apartment, a security deposit of \$300.00 for a dog or cat and \$100 for birds or fish shall be required of all residents housing pets. Management reserves the right to change the deposit amount consistent with federal guidelines at any time. Payment of the additional pet security deposit for a dog or cat may be made in up to 3 installments of at least \$100 per month beginning on the first day of occupancy of the pet. Payment of the additional pet security deposit for birds or fish must be made by the first day of occupancy of the pet.
- B. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit. The resident will be required to pay for the real cost of any and all damages caused by his/her pet where they exceed the amount of the deposit.
- C. All units occupied by a dog or cat will be fumigated upon being vacated. If it is discovered that a unit where a pet is in residence has become infested by fleas and or ticks the resident will also be responsible for the cost of the fumigation of the infested unit and other affected units and common areas.

Initial\_\_\_\_\_

### **SECTION III     Pet Rules**

#### **A.     Dogs and Cats**

1.     Dogs and cats shall be maintained within the resident's unit. The patio or storage areas of such units will not be acceptable by Management as a dwelling place for any animal. No alterations of any kind to the unit, patio, or storage area shall be permitted for pet retention. Outdoor pet shelters are prohibited. When outside of the unit the dog or cat shall be kept on a collar or harness attached by a leash made of leather or chain linked metals no longer than six (6) feet, which is able to restrain the pet from breaking loose.

The resident shall maintain control of the pet AT ALL TIMES. Under no circumstances shall any cat or dog be permitted to roam free in any common area. Pets must not interfere with management personnel or Emergency Response Teams conducting inspections or emergency response calls to the pet owner's unit.

2.     The pet owner shall immediately pick up all animal waste and litter box matter, and dispose of in a sealed plastic trash bag and placed in a trash receptacle. Cat litter shall be changed at least twice per week and shall not be disposed of by flushing down toilets or dropping in the building trash chutes. The pet owner shall be charged and remit payment for unclogging toilets or clean up of common areas due to pet waste. No pet owner shall permit his/her pet to deposit waste in any interior common area or exterior common area, such as on walkways, courtyards, porches, stairways, and parking lots.
3.     Resident pet owners agree to be responsible for immediately cleaning up any dirt or mud tracked through the common area lobby, halls, or elevator by his/her pet.
4.     Pet owners shall keep their pets under control at all times. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet and agree to hold the owner and management harmless in such proceedings.
5.     Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises. **ANY PET WHO CAUSES BODILY INJURY TO ANY RESIDENT, GUEST OR STAFF MEMBER SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.**
6.     No dog shall be left unattended in any unit for longer than 12 consecutive hours. No other pets shall be left unattended in any unit for longer than 48 consecutive hours.
7.     All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for, or which are left

unattended for longer than twelve (12) consecutive hours in the case of dogs, or forty-eight (48) consecutive hours in the case of all other pets, will be reported to the appropriate authorities.

8. Feeding of pets in common areas is prohibited.
9. In the event of the death of the pet owner or an emergency that management is aware of that has caused the pet owner to be unable to care for the pet (e.g. long term hospitalization), Management will contact the alternate caretaker and will follow the procedures outlined in paragraph 11 below for disposing of the pet consistent with local and federal guidelines unless written instructions exist with respect to such disposition.
10. In the event of a pet's death the resident shall dispose of the pet in a sanitary manner. The resident shall also notify the site office. If determined necessary by Management, the unit shall be fumigated at the resident's expense.
11. The pet owner shall provide a signed statement by a third party over the age of eighteen (18) who agrees to act as an alternate pet caretaker. This statement must list the caretaker's name, address and phone number. Management will make reasonable efforts to contact the alternate caretaker in the event of an emergency. Unwillingness on the part of the named caretaker of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered an authorization for management to exercise discretion in such regards consistent with federal guidelines. The pet owner understands that management will not be responsible for the well-being of the pet should the alternate pet caretaker refuse custody of the pet. Additionally, any cost incurred by management must be reimbursed by the pet owner.
12. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident therefore agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

All resident pet owners must maintain each pet responsibly and in accordance with applicable federal, state, and local public health, animal control and animal anti-cruelty laws and regulations.

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

- a. Creation of a nuisance after proper notification consistence with Section IV of these Pet Rules;
- b. Excessive pet noise or odor with proper notification;
- c. Unruly or dangerous behavior displayed by the pet;
- d. Excessive damage to the resident's apartment unit and /or the property's common areas;
- e. Repeated problems with vermin or flea infestation;

- f. Failure of the resident to provide adequate care of his/her pet;
- g. Leaving a dog unattended for more than twelve (12) consecutive hours or leaving any other pet unattended for more than forty-eight (48) consecutive hours;
- h. Failure of the resident to provide adequate and appropriate inoculation of the pet;
- i. Resident's death and/ or serious illness; and
- j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

Any resident informing management that they no longer have possession of a pet must provide proof that the pet was turned over to a responsible party, died, was permanently lost or was turned into an animal shelter.

Visitors, guests and relatives of residents are allowed to have auxiliary aid or assistive animals only. Visitors, guests and relatives of residents shall not enter any structure with any other pet or animal or allow his/her animal to roam the grounds of the property.

Initial \_\_\_\_\_

**B. Birds**

- 1. Must be kept in a cage designed for birds;
- 2. Cage must have food and fresh water available for the bird at all times;
- 3. Cage must be kept clean at all times;
- 4. Waste must be disposed of in a sealed plastic trash bag and placed in a trash bin.
- 5. Must not be a bird of prey;
- 6. Wings must not be tied or locked in any way;
- 7. Excessive noise from within the apartment shall not be permitted.

**C. Fish**

- 1. Fresh water fish only;
- 2. Twenty (20) gallon aquarium maximum;
- 3. Stand must be designed and manufactured for aquariums with a weight of 20 gallons;
- 4. Aquarium must be placed in a safe area and away from electrical services;
- 5. Aquarium must be equipped with the proper filtering and oxygenation system;
- 6. Water damage caused by breakage or spillage of the aquarium shall be the responsibility of the resident who shall be billed for repair cost as required.

Initial \_\_\_\_\_

## **SECTION IV Notification Policy**

In the event that any pet owner violates these pet rules, management shall provide notice of such violation as follows:

**A. Creation Of A Nuisance**

1. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than 24 hours to correct such nuisance.
2. Management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the 24-hour compliance period.

**B Dangerous Behavior**

1. Any pet which physically threatens and /or harms a resident, guest, staff member or other authorized person present upon the project grounds shall be reported to appropriate authorities and an investigation ordered.
2. Management does not have the ability to provide reasonable accommodations to house any animal deemed dangerous by the Chief of Police. Therefore, any animal registered as a dangerous animal shall be removed from the premises permanently.

The resident's signature and initials upon these house rules shall constitute permission for management to take appropriate action consistent with local, state and federal law.

Initial \_\_\_\_\_

**Section V Affidavit**

"I have read and understand the above pet policies and agree to comply fully with their provisions. I understand that failure to comply with these provisions may be grounds for removal of my pet and/or cause for my eviction".

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Resident

\_\_\_\_\_  
*Pet Registration Number*

\_\_\_\_\_  
*Pet's Name*

\_\_\_\_\_  
*Type of Pet*

\_\_\_\_\_  
*Breed of Animal*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Number



## **APPENDIX "C"**

### **GRIEVANCES**

It shall be the general policy of the Owner to receive complaints from public housing residents who may feel that their rights, duties, welfare or status have been adversely affected by the Owner's action or failure to act. Grievance is defined as any dispute with respect to the Owner's action or failure to act in accordance with lease requirements, application of regulations, policies or procedures.

The Owner shall provide reasonable accommodations for Residents with disabilities to participate in both informal and formal grievance hearings.

Where grievance procedures are applicable, no tenancy shall terminate or, with respect to non-eviction grievances, no adverse action shall be taken until after the grievance process is complete (including hearings held and decisions rendered) or until the time for the Resident to request a grievance hearing has expired.

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances between the Resident and the Owner with the following two exceptions:

- A. This grievance procedure is **not applicable** to disputes between Residents not involving Owner, or to class grievances involving groups of Residents. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Resident, or groups of Residents and Owner.
- B. Owner has elected that this grievance procedure shall **not be applicable** to any termination of tenancy or eviction that involves:
  - i. Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or employees, or
  - ii. Any violent or drug related criminal activity on or off such premises, or
  - iii. Any activity resulting in a felony conviction.

In cases involving these criminal activities, the Owner may evict the occupants of the dwelling unit through a judicial eviction without following the grievance procedure outlined in this document.

#### **I. HEARING OFFICER**

- A. The City of Chicago's Department of Administrative Hearings shall maintain a group of qualified Hearing Officers for formal hearings.

- B. The CHA and the Central Advisory Council shall jointly agree upon the candidates from that group to serve as independent Hearing Officers at formal hearings of public housing grievances and ensure that proper training is provided.
- C. For each formal hearing involving a public housing grievance, the City of Chicago's Department of Administrative Hearings will assign a Hearing Officer from the group of jointly agreed upon candidates.
- D. The Hearing Officer appointees shall be fair, unbiased, and follow the applicable regulations, policies and laws.

## II. PROCEDURES

### Step 1: Request for an informal discussion of grievance.

A request for an informal discussion of the grievance must be presented personally, either orally or in writing, to the Site Manager's office. The request may be simply stated, but shall specifically include: 1) reason for the grievance; and 2) the action requested. The Owner shall provide to the Resident a dated receipt of the request for an informal discussion and a copy will be placed in the Resident's file. In the case of an eviction action, the grievance must be submitted within fourteen (14) days of the action or failure to act (which is the basis for the grievance). In the case of a non-eviction action, the grievance must be submitted within thirty (30) days of the action or failure to act (which is the basis for the grievance). The Site Manager, or designated Owner representative, shall schedule a meeting with the Resident within fifteen (15) days of the request to informally discuss the grievance and attempt to settle the grievance without a formal grievance hearing. A written response outlining the final position of the Owner shall be provided to the complainant within five (5) days of the informal discussion. This notice shall include a Formal Hearing Request Form for the Resident to request a formal grievance hearing.

### Step 2: Request for a formal grievance hearing.

- A. Before a Resident may request a formal hearing, the Resident must have requested an informal hearing, and that hearing must have been held, except in circumstances outlined below. **24 CFR 966.54**

**Good Cause:** If the Resident can show good cause as to why he/she did not request an informal hearing or why a hearing was not held, then the Resident may proceed directly to a formal hearing. A member of the CHA's Office of the General Counsel shall determine good cause. For purposes of this section, good cause includes, but is not limited to: 1) a verifiable medical condition that prevented the Resident from requesting an informal hearing; 2) a documented absence from the unit which prevented the Resident from receiving a notice of adverse action; 3) a disability that

prevented the Resident from understanding or being aware of the adverse action; or 4) documentation that the property management firm was unsuccessful in holding the informal hearing within the fifteen (15) calendar days of the Resident's request. **Failure to hold the informal hearing within fifteen (15) days must not be caused by the Resident's failure to cooperate in scheduling and/or holding the hearing. 24 CFR 966.54.**

If the Resident is not satisfied with the response or the proposed disposition of his/her complaint, or protests his/her proposed eviction, he/she may request a formal hearing. This request must be in writing on the provided Formal Hearing Request Form, presented to the Chicago Housing Authority's Office of the General Counsel by mail or delivery within fifteen (15) calendar days of receipt of the Owner's disposition of the informal meeting, and will be date stamped. The request may be simply stated, but shall be specific, including: 1) the reason for the grievance; and 2) the action requested. The Resident shall also mail or deliver a copy of the request to the Owner who will place a copy in the Resident's file.

1. If the dispute is over rent which Owner claims is due, the Resident shall deposit with Owner an amount equal to one month's rent as stipulated in the Resident's most recent 50058 form. This amount will be placed in escrow pending the settlement of the dispute. Owner shall waive the requirement for an escrow deposit because of a financial hardship exemption or the effect of welfare benefits reduction and shall allow the Resident to present evidence of a financial hardship or welfare benefits reduction before any grievance is heard, provided such presentation does not delay the grievance process. Unless the Owner waives the escrow requirement because of the Resident's financial hardship, the Resident's failure to make a payment to the escrow account will terminate the Resident's right to a grievance hearing.
  2. Such failure shall not constitute a waiver of complainant's right to thereafter contest Owner's disposition of his grievance in an appropriate judicial proceeding.
- B. The Resident will be entitled to a fair hearing and may be represented by counsel or other representative. The hearing shall be private, unless the Resident requests a public meeting. Prior to the hearing, the Resident may examine and copy at the Resident's expense, the Resident's file and all documents, records, and regulations of the Owner that are relevant to the grievance. Costs for copies shall not exceed 10 cents per page.
1. Any document specifically requested but not made available five days after the request has been made may not be relied upon by Owner at the hearing.
  2. If Resident or the Resident's representative shall submit in writing a request for copies within five (5) calendar days of the hearing. Copies of the documents

shall be made available no later than one (1) hour before the formal hearing is scheduled to begin.

C. The procedure of the grievance hearing shall be:

1. All parties involved shall be notified, in writing, of the date, time and place of the hearing and be given a description of the hearing procedures, including the consequences for failure to appear at the hearing, seven (7) days before the formal hearing date;
  2. The Resident may arrange, in advance of, or following the hearing, and at the expense of the Resident, a copy of the record of the hearing. Any interested party may purchase a copy of any transcript or record of the hearing at his/her own expense;
  3. The Hearing Officer will be responsible to send the appropriate parties, a written decision on the grievance hearing;
  4. All witnesses shall be sworn in by the Hearing Officer;
  5. A record shall be made of the formal grievance hearing by audio-taped or other appropriate means, and will be retained for not less than six (6) months from the date of the hearing;
  6. The Hearing Officer shall decide which party shall present their case first. Presentations by the parties may include, but is not limited to, documents, witnesses, and any other types of evidence. Each party will be given an opportunity to controvert evidence the other party is relying on and cross-examine any witnesses presented by the opposite party;
  7. Oral or documentary evidence pertinent to the facts and issues raised by the Resident or Owner may be received without regard to admissibility under rules of evidence applicable to judicial proceedings; The Hearing Officer may question either party and all witnesses for clarification;
  8. The Hearing Officer will conduct a de novo review of the facts and law presented at the hearing and render a decision based upon the preponderance of the evidence presented; and
  9. After Owner and the Resident have presented all facts, the Hearing Officer shall make a decision on the complaint. The decision shall be based solely and exclusively upon the facts presented at the hearing.
- D. If Owner or Resident fails to appear at a hearing, the Hearing Officer may make a determination that the Resident or Owner has waived his/her right to participate in a formal grievance hearing; find the party in default; and proceed with the formal hearing. A copy of the order of default shall be served upon the defaulting party by hand delivery or first class mail.

The defaulting party shall have 21 days from the date of the default to petition the Hearing Officer to set aside the order of default upon a showing of good cause for defaulting party's failure to appear.

- E. If the Resident does not request a hearing within the period set forth in subsection A and B above, he/she shall waive their right to the hearing and Management's proposed disposition of the grievance will become final. This shall not; however, constitute a waiver of the Resident's right to contest Owner's disposition of his/or her grievance in an appropriate judicial proceeding.

### **III. DECISIONS**

The decision of the Hearing Officer shall be final; however, it shall not constitute a waiver of, or affect any rights the Resident may have to a trial *de novo* in a court of law regarding the same matter brought up in the grievance. The decision of the Hearing Officer will be based upon facts presented at the hearing, and upon applicable Owner and HUD regulations. The decision may not be inconsistent with State law or the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated, or the Annual Contributions Contract.

- A. The Hearing Officer shall prepare a written decision and place in the mail to the Resident and Owner within five (5) working days of the conclusion of the hearing, including a statement of findings and conclusions; Copies of the decision shall also be mailed or delivered to the parties and/or their representatives.
  - 1. If the decision is in favor of the Resident, Owner shall promptly take action to carry out the decision or refrain from any action prohibited by such decision.
  - 2. If the decision is in favor of Owner, Owner shall be free to pursue its remedies.

### **IV. GRIEVANCE HEARINGS FOR RESIDENTS GOVERNED BY THE RELOCATION RIGHTS CONTRACT ("RRC APPLICANTS")**

- A. In addition to the rights provided under this policy, an RRC applicant may enforce any of the guarantees contained in the Relocation Rights Contract through the Standard CHA grievance process. See RRC, Section 11(b).
- B. In addition, any RRC applicant who: (1) is denied admission to the development for failure to meet the property specific requirements or failure to engage in activities to meet the property specific requirements; or (2) is determined to have fallen out of compliance with the property specific requirements after one year of being allowed to meet such requirements, may request a formal grievance hearing to review the Owner's decision pursuant to the RRC, Section 1(l).