

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**2017 (FY 2018)
ADMISSIONS AND CONTINUED
OCCUPANCY POLICY
(ACOP)**

Effective July 1, 2017

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

TABLE OF CONTENTS

Page	Section/Paragraph
1.	I. ELIGIBILITY
1.	A. Family
2.	B. Income
3.	C. Student Prohibition for LIHTC Units
3.	II. APPLICATIONS
3.	A. Acceptance
3.	B. Information Requirements
4.	C. Changes in Information
4.	D. Waiting List
4.	E. Tenant Selection and Assignment Plan
4.	F. Family Composition Criteria
6.	G. Pre-Vacancy Report
6.	H. Assignment
7.	I. Removal from Waiting List/File Inactivation
9.	J. Accessible Units
9.	III. VERIFICATION
9.	A. Responsibility for Initial Determination, Annual and Interim Recertification
9.	1. Recertification
9.	2. Interim Recertification Procedure
13.	3. Unreported Income Policy and Repayment Agreements
14.	B. Interview Forms
15.	1. Authorization for Release of Information/Privacy Act (HUD 9886)
15.	2. Personal Declaration Form
15.	3. What You Should Know about EIV
15.	4. HUD Form 92006
15.	5. Community Service Requirement Acknowledgement
15.	C. Verification Procedures
16.	Level 6 – UIV - Highest Mandatory
16.	Level 5 – UIV – Highest Optional
16.	Level 4 -- Written Third Party - High
17.	Level 3 – Written Third Party Verification Form – Medium Low
17.	Level 2 – Oral Third Party – Low
17.	Level 1 – Tenant Declaration – Low
18.	IV. RENTS

- 18. 1. Income Based
- 18. 2. Minimum Rents
- 20. 3. Flat Rents

23. **V. MISREPRESENTATION**

23. **VI. PET OWNERSHIP**

24. **VII. EXCLUSION FOR ASSISTANCE ANIMALS**

25. **VIII. GRIEVANCE PROCEDURE**

25. **IX. SCATTERED SITE HOUSING**

25. **X. NON DISCRIMINATION**

25. **XI. ETHICAL STANDARDS**

25. **XII. GENERAL PROVISIONS**

APPENDICES LISTING

APPENDIX I	DEFINITION OF TERMS
APPENDIX II	INCOME LIMITS
APPENDIX III	LOCAL PREFERENCES
APPENDIX IV	SECURITY DEPOSITS
APPENDIX V	AIR CONDITIONER POLICY WATER SURCHARGE POLICY UTILITY ALLOWANCES
APPENDIX VI	CRITERIA FOR SCATTERED SITES
APPENDIX VII	ANNUAL INCOME
APPENDIX VIII	DECONCENTRATION POLICY
APPENDIX IX	EIV POLICY
APPENDIX X	COMMUNITY SERVICE POLICY
APPENDIX XI	VAWA POLICY
APPENDIX XII	APPLICANT SCREENING PROCESS
APPENDIX XIII	EVICTIION POLICY
APPENDIX XIV	TRANSFER POLICY
APPENDIX XV	PET POLICY/ASSISTANCE ANIMAL ADDENDUM
APPENDIX XVI	GRIEVANCE PROCEDURE
APPENDIX XVII	SMOKE-FREE POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY (LMHA)
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Revised July 2017

This Admissions and Continued Occupancy Policy (ACOP) applies to LMHA's owned and managed Public Housing units throughout Lorain County, Ohio, including the Low Income Housing Tax Credit (LIHTC) units. Although LIHTC financing imposes some additional requirements on LMHA, the LIHTC units are operated as Public Housing and are subject to the eligibility, admissions, rental calculations and continued occupancy policies contained in this LMHA ACOP. Applicants for and residents of the LIHTC units are subject to additional eligibility requirements defined in this policy and additional forms and certifications that must be signed, but the differences in documents do not affect compliance with the Public Housing Regulations. However, both sets of documents must be completed.

The LMHA Placement Department processes applications for all its housing programs. Applicants for the Housing Choice Voucher Program (HCVP) should refer to LMHA's HCVP Administrative Plan for eligibility and admissions criteria. Applicants for Harr Plaza and International Plaza should refer to the Lorain County Elderly Housing Corporation (LCEHC) Tenant Selection Plan for eligibility and admissions criteria.

- I. ELIGIBILITY.** An applicant must meet all of the eligibility requirements of the housing assistance for which an application is made in order to obtain the housing assistance. At a minimum, the applicant must be a family, and must be income eligible.

The applicant will not be placed on waiting list until all required documentation is received. Should the applicant fail to comply with the application process and/or provide required documentation, their file will be inactivated. The file will be reactivated only within sixty (60) calendar days should the applicant make a written request. There will be no further consideration for file reactivation after sixty (60) calendar days. *A file may be reactivated one time. If a file is inactivated for a second time, the applicant must reapply.*

- A. FAMILY.** A family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a permanent stable family relationship (the temporary absence of a child from the home due to placement in foster care *or a family or members of a family residing in a domestic violence shelter* shall not be considered in determining family composition and family size). *A temporary absence is defined as 180 days.*
- (2) An elderly person or family;
- (3) A near elderly person or family;
- (4) A disabled person or family;

- (5) A displaced person or family;
- (6) The remaining member of a tenant family; and
- (7) A single person who is not an elderly or disabled person; or a displaced person, or the remaining member of a tenant family; or a pregnant woman without children. (24 CFR §5.403)
- (8) One or more individuals (who have not attained the age of eighteen (18) years) being domiciled with;
 - (i) a parent, or another person, having or seeking legal custody or such individual or individuals; or
 - (ii) the designee of such parent or other person having or seeking such custody, with the written permission of such parent or other person.

B. INCOME. Annual income means all monetary amount which:

- (1) Go to, or on behalf of, the family head, co-head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the twelve (12)-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in Annual Income as provided by 24 CFR 5.609 paragraph (c) of appendix VIII, which is an appendix of the ACOP.
- (4) Annual income also means the amounts derived (during the twelve (12) month period) from assets to which any member of the family has access.

See Appendix VII for listing of income to be included in rent computations as provided by 24 CFR 5.609 (b) Annual Income.

See Appendix VIII for listing of income to be excluded in rent computations as provided by 24 CFR 5.609 (c) Annual Income.

Income for admission shall not exceed income limits as set forth by the Department of Housing & Urban Development (HUD). Income for applicants to Public Housing shall not exceed Low Income limits (80% of the Area Median Income (AMI)). Income for applicants to the HCVP shall not exceed the Very Low Income limits (50% AMI). Applicants for the LIHTC units must meet the income limits established for those particular units. The Oberlin Homes – LIHTC units are subject to the following set asides:

BR size	# units at 35% AMI	# units at 50% AMI
2	12	8
3	12	15
4	2	2

Income limits are posted at all LMHA sites and on the LMHA website at www.lmha.org.

C. STUDENT PROHIBITION FOR LIHTC UNITS

The LIHTC Program provides for specific qualification restrictions with respect to occupancy of LIHTC units by full-time students. Applicants and tenants are responsible for notifying LMHA if full-time students are part of the household. LMHA will then provide assistance and gather information needed to make an eligibility or exception determination. Should tenants fail to meet all student status requirements, the tenant will be deemed unqualified and subject to eviction.

II. APPLICATIONS. Applicants must complete a written online *pre*-application for admissions and placement on the waiting list. Reasonable accommodations will be made to assist persons with disabilities. Applicants must be of legal age (eighteen (18) years of age) or an emancipated adult as defined by the State of Ohio Law. When a prospective tenant fills out an application, annual income and family composition will be checked at interview for eligibility for both Public Housing and LIHTC programs provided LIHTC applications open. LMHA bears responsibility for ensuring compliance with LIHTC requirements.

A. ACCEPTANCE. Online *pre*-applications will be automatically time and date stamped upon completion. *Family composition will be determined by the information provided by the applicant when the online pre-application is submitted.* Bedroom size shall be based upon family composition, *reasonable accommodations*, and LMHA occupancy standards.

All applicants shall be subject to criminal background check and will execute a release form at interview for background checks to determine if the applicant's admittance would have a detrimental effect on other tenants or on the development environment. *Refer to Appendix XII Applicant Screening Process for complete details.*

B. INFORMATION REQUIREMENTS. In order to determine an applicant's eligibility, the following information must be provided:

- (1) Names of all family members to reside in the LMHA unit;
- (2) Sex of family members;
- (3) Relationship of family members;
- (4) Birth dates of family members;
- (5) Income/Asset information of family members;
- (6) Social Security number verification of each member of the applicant's household regardless of age of age, or a certification that no SSN's have been assigned to the applicant and/or member of the applicant's family;
- (7) Evidence of citizenship or eligible immigration status;
- (8) Other documentation as required by PHA policy.

Housing Authority personnel shall obtain copies of original documents, i.e. birth certificates, marriage licenses, social security numbers, etc. for the applicant file. All information shall be subject to verification.

Split Households: When an LMHA household separates and both co-heads desire to remain in LMHA housing, one may retain the present LMHA unit and the other must apply through the online *pre*-application process. *The pre-application will be reviewed for eligibility. The resident selection plan in effect at the time of the final eligibility determination will be used. If approved, that applicant will receive preference over other residents and applicants.*

C. CHANGES IN INFORMATION. Applicants are required to notify the *Placement Department* in writing *within ten (10) business days* of any change in address, telephone number, family composition, or income/assets. If the applicant is offered a unit and *they report* changes to their information *at that time*, the applicant will have three (3) *business days* to submit their information to *the Placement Department* for verification, or LMHA will offer the unit to the next applicant on wait list. *Failure to provide the documentation is considered unit refusal and removal from the waiting list. (See paragraph II.I Removal from the Waiting List.)*

D. WAITING LIST. A county-wide waiting list shall be maintained for admission to LMHA public housing. The waiting list shall be maintained by bedroom size. The waiting list remains open, but may be suspended or closed at the Housing Authority's discretion with notice.

E. TENANT SELECTION AND ASSIGNMENT PLAN. Applicants shall be selected in sequence by applicant date and time of application for appropriate size units. Should two (2) or more eligible applicants have identical date and time of application, placement on waiting list shall be determined by any relevant state or federal regulation. The applicant must accept the vacancy offered within three (3) business days of the date the offer is communicated by phone, *voicemail, or email, or text message, if technologically possible.* If the applicant cannot be reached by phone *or email* contact information listed on *the* application within this time frame, then LMHA will offer the unit to next applicant on waiting list. For applicants that could not be reached via telephone *or email*, they will receive a letter indicating LMHA was unable to reach them by the phone number *or email address* provided. This correspondence will inform the applicant to update telephone *and/or email address* information so they can be offered next available unit. If there is no response to the request for updated telephone information within ten (10) business days, the applicant will be removed from the waiting list. Consideration of additional time may be given in documented extenuating medical and/or other situations, as well as for reasonable accommodations. If the applicant is removed from waiting list, they would be eligible to reapply in six (6) months.

F. FAMILY COMPOSITION CRITERIA. The Admissions Department shall utilize the following guideline when housing applicants:

- (1) No more than two (2) persons shall be required to occupy a bedroom.

- (2) Persons of different generations and unrelated adults shall have separate bedrooms (different generations are defined as a difference of ten (10) years).
- (3) Children of the same gender may share a bedroom (other than those falling in the different generation category). Adults of the same gender may choose to share a bedroom regardless of age to facilitate the need for family support.
- (4) Children of the opposite gender shall share a bedroom until the older child reaches the age of five (5) unless documentation is provided by a physician, health professional or agency that it is beneficial for the children to be in separate bedrooms.
- (5) Families needing a unit that is larger than the size recommended by LMHA occupancy standards due to a physical or mental disabilities of a household member shall be allowed to apply for the larger unit upon documentation of the need *in accordance with LMHA's Reasonable Accommodations Procedure Manual*.
- (6) Upon request by the applicant, the applicant may be placed on the waiting list for a smaller size unit than that which the PHA would be required to assign based on the suggested occupancy guidelines provided the request would not result in overcrowding.
- (7) *Families who provide documentation from a court or social service agency of a custody or shared parenting agreement in which a child may live in a unit less than half the time, may, at LMHA's discretion, be permitted to have extra bedroom(s) for those household member(s). Such household members shall not be considered for eligibility for deductions, nor shall they be considered members of the lease agreement.*

The Housing Authority shall use the following table as the guideline in assignment of units in addition to the preceding criteria.

Number of bedrooms	Number of persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	5	8
5	8	10
6	10	12

The Housing Authority reserves the right to permit a lower level of occupancy for units for which no applicants exist on the waiting list for a particular size. Additionally, the Housing Authority may, at its discretion, waive the policy of “children of the opposite sex shall share a bedroom until the older child reaches the age of five (5)”, when, due to vacancies, it will be advantageous to offer the

applicant family a unit wherein the children shall have separate bedrooms prior to the older child reaching the age of five (5). Additionally, the Housing Authority will approve an additional bedroom for an applicant who cares for foster children.

Occupancy by police officers to provide security for public housing residents.

For the purpose of increasing security for residents of a public housing development, the PHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. When warranted, to increase security in the Development, LMHA will permit one unit per Development to be occupied by an officer who would otherwise be ineligible for occupancy (this is in addition to *any* police substations located within the Developments). The officer will pay the LMHA flat rent amount for the size unit occupied. The officer will sign the lease utilized by all LMHA residents.

G. PRE-VACANCY REPORT. When necessary, the Housing Authority utilizes a pre-vacancy report whenever possible in the assignment of units. Project Managers notify the *Placement* Department of the anticipated date of the vacancy. This report is maintained in the same format as the vacancy report, i.e. by Development, address, bedroom size, etc. Applicants are offered available units by employing the pre-vacancy report whenever possible. In some instances, a tenant may vacate without prior notice and the unit must be placed directly on the vacancy report, therefore by-passing the pre-vacancy report. The pre-vacancy report cannot be utilized when there are few applicants waiting for certain bedroom sizes and they are offered units directly from the vacancy report.

H. ASSIGNMENT. At the time of selection, the applicant shall be referred for placement in accordance with the following plan:

LMHA shall offer the applicant first in sequence on the waiting list one (1) unit of the appropriate size and type appropriate to the applicant's needs. The unit offered shall be the appropriate size and type with the earliest vacate date. If the applicant refuses the unit without good cause or an approved reasonable accommodation, the applicant shall be removed from the waiting list and will be eligible to reapply in six (6) months.

With "good cause" is defined by the following:

- (1) Inaccessibility to source of employment, education or job training, children's day care, education program for children with disabilities, a change in school districts, or inaccessibility to resources that provide support to an individual's physical or mental health and well being. Additionally, "good cause" would also be given if acceptance of the unit offer would require a household member to quit a job, drop out of an educational institution, take a child out of daycare, remove a child from an educational program for children with disabilities or cause a child to change school districts.

- (2) The family demonstrates to LMHA's satisfaction that the acceptance of the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders or documents from a law enforcement agency or other local, state or, mental health agencies. Reasons must be specific to the family.
- (3) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (must be listed on final application) or live-in aide necessary to the care of the principal household member.

Refusals due to location alone do not qualify for the good cause exemption.

Single applicants will be placed on both the efficiency or zero (0) bedroom and one (1) bedroom waiting lists and will be offered only one unit, regardless of size. Once applicant accepts unit, they will be removed from the second bedroom size waiting list. Failure to accept a unit offer will result in removal from waiting lists, unless approved for reasonable accommodation or good cause. Applicant would be eligible to reapply in six (6) months.

The applicant must document to LMHA's satisfaction that the hardship claimed is good cause for refusing the offer of housing. If good cause is verified and approved, applicants will be eligible for one, suitable additional offer. If second or additional offer refused, the applicant will be removed from the waiting list and will be eligible to reapply in six (6) months.

LMHA shall maintain in writing the location, date, and circumstances of each offer and each acceptance or refusal in the applicant's file which is subject to audit.

LMHA-approved transfers, based on the LMHA transfer policy, shall take precedence over new admissions, except in the case of current residents being transferred **based on household** composition only. Unit transfers for current residents, based on **household** composition only, will be assigned by need in accordance with the bedroom and number of persons table and criteria in II. APPLICATIONS, F. FAMILY COMPOSITION CRITERIA in this policy. LMHA has determined there will be no transfers in the months of May or June, except for reasonable accommodations or emergencies.

I. REMOVAL FROM THE WAITING LIST/FILE INACTIVATION

The Housing Authority will document in each applicant's file the date and reason the applicant's name was removed from the waiting list, **also referred to as file inactivation**. Other than ineligibility, the PHA will **inactivate a file**/remove an applicant from the waiting list for the following reasons:

- (1) At the request of the applicant (*i.e., the file will be inactivated*).

- (2) The applicant no longer meets the eligibility requirements for the property or program (*i.e., the file will be inactivated*).
- (3) Non-compliance with supplying required information and/or documents. *If an applicant fails to respond to a mailing from the PHA, the applicant will be sent a second written notification and given ten (10) business days to contact the PHA. If they still fail to respond, they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability.*

Any second/final mailings to the applicant which require a response will state that failure to respond within a specified time frame will result in the applicant's name being removed from the waiting list (i.e., the file will be inactivated).

- (4) Failure to attend the required interview. Applicants are given one (1) opportunity to attend. *Applicants may request to be rescheduled one (1) time by contacting the Placement Department within ten (10) business days following their scheduled interview date. Additional consideration will be given for reasonable accommodations. If the appointment is not rescheduled within ten (10) business days, the file will be inactivated.*
- (5) The applicant is unable to obtain utility service (gas or electric) to lease the unit offered. *This is considered unit refusal.*
- (6) Mail sent to the applicant's address is returned as undeliverable. *If a letter is returned by the Post Office, the applicant will be removed from the waiting list (i.e., the file will be inactivated) without further notice, and the envelope and letter will be maintained in the file.*
- (7) The applicant fails to lease the unit accepted *within five (5) business days of initial contact by the management leasing office. LMHA will consider an extension for documented extenuating circumstances or for reasonable accommodations. Failure to lease a unit is consider unit refusal.*
- (8) The applicant has been offered unit/units in accordance with policy and has refused unit/units. LMHA is unable to assist the applicant with housing.

If a file is inactivated, the file will be reactivated only within sixty (60) calendar days should the applicant make a written request. There will be no further consideration for file reactivation after sixty (60) calendar days. A file may be reactivated one time. If a file is inactivated for a second time, the applicant must reapply.

If an applicant refuses a unit without good cause or an approved reasonable accommodation, the applicant shall be removed from the waiting list and will be eligible to reapply in six (6) months.

J. ACCESSIBLE UNITS. The Housing Authority will adhere to the following assignment of units with special accessibility features for individuals with disabilities. Accessible units must be offered in this order to:

- (1) A current occupant living in a non-accessible unit who requires the accessibility features of an accessible unit;
- (2) An eligible applicant on the waiting list having a disability requiring the accessibility features of the vacant unit;
- (3) Additionally, when an accessible unit is available and there are no applicants/current tenants requiring the unit, LMHA may approach organizations i.e. Easter Seals, LEAP/CIL, advising a unit is available to enable the organization to recommend an income eligible qualifying family to apply.
- (4) An applicant who does not have disabilities requiring accessibility, with the PHA requiring the applicant to agree to move to a non-accessible unit if an applicant/tenant requires the accessible unit.

III. VERIFICATION. All factors affecting eligibility and the family's rent payment shall be verified. All verifications will be documented in the applicant's file to enable HUD to audit the file.

A. RESPONSIBILITY FOR INITIAL DETERMINATION, ANNUAL AND INTERIM RECERTIFICATION

- (1) **RECERTIFICATION.** The PHA is responsible for determination of eligibility for admission; for determination of annual income, adjusted income, and total tenant payment; and for recertification of family income and family composition at least annually. As used in this part, the "effective date" of a certification or recertification refers to:
 - (a) in the case of an examination for admission, the effective date of initial occupancy; and
 - (b) in the case of a recertification of an existing tenant, the effective date of the new rent amount as determined in accordance with HUD regulations.
- (2) **INTERIM RECERTIFICATION PROCEDURE.** The tenant rent will remain in effect for the period between the regularly scheduled certifications barring any changes which must be reported in writing by the tenant within ten (10) business days of the change to LMHA (either at the Development office or through direct mailing to LMHA). The changes which must be reported are:
 - (a) a change in family composition. The tenant must report all requested changes in household composition. Head of household may only request change to add spouse/partner or minor dependent children at birth. Head of household must request approval and

provide legal, court approved custody papers for minor children not their birth dependent, or the head of household must demonstrate that they are actively seeking custody of the minor child. Adult children or other adults (18 years or older) must apply for their own housing. Reasonable accommodations will be considered in extenuating circumstances that would benefit member or members of existing household. All adults subject to eligibility criteria and background check.

Grievance process is available in denial of requested household composition change.

(1) If a new dependent is added to the household, the following regulations apply:

a. if the new household member, regardless of age, has an assigned SSN, the head of household must disclose the assigned SSN and provide the PHA with the approved documentation at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

b. if the new household member, regardless of age, does not have an assigned SSN, the head of household must disclose the assigned SSN and provide the PHA with the approved documentation within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days, the PHA is required to grant the family an additional ninety (90) day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's tenancy of the entire family in accordance with 24 CFR 5.216.

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state or local government agency, which contains the name and SSN of the individual

(2) If the head of household leaves the leased unit and an adult remains in the household, the remaining family member may assume the head of household and enter into new leases provided utilities can be placed in their name. If the head of household is deceased and there are no adults remaining in the household, only minors, a family member or guardian may request to assume the leased unit to care for the minors. In the case of deceased head of household in a scattered site unit, the family will be offered an appropriate sized unit in a development. The family member must go through the screening process (income eligibility; criminal history, etc) in order to become the head of household. The family member or guardian may temporarily reside in the unit until the screening process is complete. The family member or guardian must be able to place the utilities in their name.

- (b) a report of the following changes which would result in a decrease in the tenant's rent amount:
...a decrease in income that lasts in excess of thirty (30) days, except that...if the decrease is a result of the tenant's TANF assistance being reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, such families must not have the public housing rent reduced based on the benefit reduction. The prohibition on reduction of public housing rent is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment. After receiving a request for income recertification and rent reduction predicated on a reduction in tenant income from welfare, the PHA may deny the rent reduction request only after obtaining written verification from the welfare agency via the tenant that the family's benefits have been reduced because of non-compliance with the economic self-sufficiency program or a work activities requirement or because of fraud. Written welfare

verification supplied must state the reason for the reduction/termination or reason will be assumed as noncompliance or fraud. If a rent reduction based on the above circumstances is denied, the tenant has a right to an administrative review through the PHA's grievance procedure.

- (c) an increase in allowances or deductions.

Decreases in rent will be effective the first day of the month following the change in circumstances, provided the change was reported in a timely manner (within ten (10) business days of the change).

The tenant must report in writing within ten (10) days the following factors which could result in an increase in the tenant rent:

- (1) All increases in household income except that:
 - (a) LMHA will only conduct interim rent recertifications that increase a tenant's rent if the gross monthly household income increases by a minimum of five hundred dollars (\$500.00), ***hereafter called the established minimum threshold, unless it is a new source of income, e.g., a resident/participant reporting zero income begins to receive income in the household***, as long as all increases are reported in accordance with policies. Family Self Sufficiency participants may choose whether they want interim income increases under the threshold processed.
 - (b) **Earned Income Disallowance**
The PHA cannot increase a public housing tenant's rent for a period of twelve (12) months when the annual income increases as a result of new employment or increased earnings if the increase in income results from:
 - ▶ earnings from a previously unemployed family member (must have been unemployed at least twelve (12) months. or the family member has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.
 - ▶ earnings of a family member during participation in a self-sufficiency or job training program.
 - ▶ earnings of a family member that currently receives or within six (6) months after receiving assistance, benefits, or services under any state program for Temporary Assistance to Needy Families funded under Part A of title IV of the Social Security Act. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total

amount over a six (6)-month period is at least five hundred dollars (\$500).

After the twelve (12)-month disallowance, a family's rent must be phased in. The phased-in rent cannot increase as a result of the earned income by more than fifty percent (50%) for an additional twelve (12) months.

The Streamlining Administrative Regulations published by HUD on March 8, 2016 revised the earned income disallowance (EID) so that the benefit now applies for a straight 24-month period and the PHA is no longer obligated to track the number of months due to employment starts and stops. For families currently enrolled and participating in EID as of June 30, 2016, previous requirements will continue to apply. (24 CFR 960.255)

- (2) Change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies to the extent the household monthly increase in income exceeds *the established minimum threshold*. When adding an adult with income to household, there will be an interim change adding income, in turn causing increase in household income and rent regardless of *the established minimum threshold*.
- (3) Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment, i.e. unemployment, TANF, workman's compensation, etc. (SS and SSI amount are excluded per federal regulations).

Increases in rent will be effective the first day of the second month following the change, provided the change was reported in a timely manner (within ten (10) business days of the change).

(3) UNREPORTED INCOME POLICY & REPAYMENT AGREEMENTS

Tenants are required to report income changes in writing within ten (10) business days of the change. Wherein the tenant fails to report an income change that results in an increase in rent regardless of the *established minimum threshold*, the rent shall be effective the first day of the month following the month in which the change occurred. The tenant will be responsible for the retro-active rent amount, which is the difference between what the rent would have been had the change in income/family composition been reported as required, and the amount the tenant was charged for monthly rent

At the discretion of the Project Manager, a repayment plan may be offered to the tenant for the retroactive rent amount. Should the Project Manager determine that deliberate and willful misrepresentation has occurred, the Project Manager may proceed with a lease termination rather than offer the repayment agreement.

Tenants can repay amounts due for retroactive rent:

- 1. In a lump sum payment; or*
- 2. By entering into a repayment agreement with LMHA; or*
- 3. A combination of 1 and 2, above.*

For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining \$700.

Tenants who do not agree to repay amounts due in accordance with the above will be in noncompliance with their lease agreement and may be subject to termination of tenancy.

The monthly retroactive rent payment plus the tenant's Total Tenant Payment (TTP) at the time the repayment agreement is executed should be affordable and not exceed 40% of the family's monthly adjusted income, unless the tenant and LMHA agree to a higher amount. However, the LMHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures. The threshold for a tenant with no income (and no utility reimbursement payment (URP) check) will be the lesser of \$20.00, or 40% of the minimum rent amount in place at the time the repayment agreement is signed. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

If a tenant has agreed to the terms of a repayment agreement for retroactive rent, and if the tenant subsequently incurs an additional charge for retroactive rent which LMHA deems was not due to deliberate or willful misrepresentation by the tenant, then LMHA may offer the tenant another repayment agreement for retroactive rent which may be combined with the first agreement.

If, however, LMHA deems that the charge for retroactive rent was due to deliberate or willful misrepresentation by the tenant, then LMHA shall not offer another repayment agreement and shall instead proceed with lease termination.

LMHA will not offer repayment agreements for current or overdue rent.

The above repayment policy for unreported income is not applicable to repayment agreements for maintenance and/or other non-retroactive rent charges. If a tenant is in compliance with the terms of a retroactive rent repayment agreement and incurs charges not related to retroactive rent for which the tenant requests a repayment agreement, then LMHA may agree to offer the tenant a second repayment agreement for the new charges. Repayment Agreements for charges other than retroactive rent are not subject to the 40% threshold.

B. INTERVIEW FORMS

At the time of Annual Recertification, the following forms will be required:

**1. AUTHORIZATION FOR RELEASE OF INFORMATION
PRIVACY ACT NOTICE (HUD 9886)**

All public housing or applicant adult (eighteen (18) years of age and older) family member, and spouse (regardless of age), are required to sign a HUD Form 9886, Authorization for Release of Information/Privacy Act Notice. The release will be used by the PHA to obtain asset/income information to determine the applicant's income eligibility. The release may also be used between regularly scheduled recertifications in the event unreported income is suspected. Each consent form expires fifteen (15) months after signature. LMHA will review with applicants and tenants the Release/Notice HUD 9886 which explains:

- ▶ how the information provided by the applicant will be used by HUD/PHA
- ▶ HUD's restriction on disclosure of information
- ▶ that additional information requested by the PHA pertains to HUD eligibility requirements.

2. PERSONAL DECLARATION FORM. The head of household will be required to complete a Personal Declaration Form in order to complete the application process, or to complete an interim/annual certification, as well as supporting income documents/verifications at the time of interview or within ten (10) business days of management's request. Failure by applicant or resident to provide as requested may have an adverse effect, such as a delay in being housed or timely notice of change/certification. The Personal Declaration Form is a statement in the tenant's own handwriting providing income/asset information, family composition information. The use of this form is recommended by HUD's Inspector General.

3. *WHAT YOU SHOULD KNOW ABOUT EIV A Guide for Applicants & Tenants of Public Housing & Section 8 Programs*

4. *HUD FORM 92006 Supplemental and Optional Contact Information for HUD Assisted Housing Applicants*

5. *COMMUNITY SERVICE ANNUAL ACKNOWLEDGEMENT, signed by each adult member of the household acknowledging that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D)*

C. VERIFICATION PROCEDURES. Verification in applicant files may not be more than sixty (60) days old. Time limits do not apply to information that does not need to be recertified, i.e. age, birth certificates, etc.

HUD has approved streamlined income determination for any fixed source of income and third party verification of assets under \$5,000 every three (3) years should the Housing Authority opt for this procedure (24CFR 960.257, 24CFR 960.259).

Six (6) methods of verification are acceptable to HUD with the highest mandatory acceptance being Level 6. (Please note: Although it is the EIV System, HUD refers to it as Up-Front Income Verification (UIV) technique. They are in order of acceptability:

Level 6. UP-FRONT VERIFICATION (UIV) = Highest Mandatory.

The PHA will utilize HUD's Enterprise Income Verification (EIV) system to obtain an income report for each household. The EIV system is not available for income verifications of applicants. The UIV information, which LMHA can secure through HUD REAC, provides income information from employers, unemployment, and the Social Security Administration.

Level 5. Up-Front Verification (UIV=Highest Optional). The PHA shall use other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, if accessible.

Level 4. Written Third Party Verification = High (Mandatory to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute): An original or authentic document generated by a third party source dated either within the sixty (60)-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations. Verifications are valid for sixty (60) days from date of receipt.

The PHA is required to obtain at a minimum, two (2) current and consecutive pay stubs for determining annual income from wages. For new income sources or when two (2) pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information, but may request up to four (4) consecutive pay stubs.

Note: Documents older than sixty (60) days from the PHA interview, determination or request date is acceptable for confirming effective dates of income.

Verifications not subject to change (date of birth, place of birth) need not be re-verified.

Level 3. Written Third Party Verification Form = Medium Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation): Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset).

It is HUD's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by the PHA relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.)

HUD requires the PHA to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form. Two (2) attempts to obtain third-party written verification will be made before relying on another method. Verifications received electronically directly from the source are considered third-party written verifications. A total of three (3) weeks will be allowed for the return of the two (2) attempts to verify third-party written verifications. If third-party written verification is not used, the PHA will document the reasons in the file the reason third party verification is not available.

Level 2. Oral Third Party Verification = Low (Mandatory if written third available). Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. The PHA staff should document in the tenant/applicant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame as referenced in Level 3.

Level 1. Tenant Declaration = Low (Use as a last resort when unable to obtain any type of third party verification). The tenant submits a statement or affidavit of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant/applicant file why third party verification was not available.

All such documents will be photocopied and retained in the applicant/tenant file. When documents cannot be photocopied, PHA staff viewing the documents will attest to the validity of the document. The PHA will accept the following documents from families providing that tampering with such documents can be easily noted:

- ▶ printed wage stubs
- ▶ computer print-outs from employers
- ▶ signed letters (provided the information is confirmed by telephone)
- ▶ other documents identified by the PHA as acceptable verification (i.e. W-2 forms; 1099 forms, etc.)

LMHA will accept faxed documents. If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the PHA will contact third-party sources and the family to resolve the differences.

IV. RENTS. As indicated by HUD's Notice of Initial Guidance, published February 18, 1999, the rent provisions are effective for families as they are admitted, re-examined or re-certified, on or after October 1, 1999. The 1998 Act requires PHA's to give families a choice among options for rents. The options provided must include at least a flat rent amount and an income-based rent amount. This choice must be given to each family annually. PHA's must provide residents with enough information to make an informed choice. For example, the PHA could provide the family with both the income-based rent amount and the flat rent amount for the unit. LMHA shall provide each applicant/tenant the choice of the following:

▶ **Income Based Rent:** The monthly rental amount, including any applicable utility allowance, calculated under this method must not exceed the highest of the following:
30% of the family's monthly adjusted income
10% of the family's monthly gross income

▶ **Minimum Rent:** The monthly rental amount cannot be less than the minimum rent set forth by the PHA. LMHA's minimum rent for public housing units is fifty dollars (\$50.00).

The Quality Housing and Work Responsibility Act of 1998 (QWHRA) established certain exceptions to the minimum rent requirements for hardship circumstances. LMHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to their attention regarding financial hardship as it applies to minimum rent set forth by the QHWRA. LMHA has adopted the following discretionary minimum rent hardship exemptions:

Criteria for Hardship Exemption

In order for a family to qualify for hardship exemption, the family's circumstances must fall under one of the following hardship criteria:

- The family has lost eligibility or is awaiting eligibility determination for federal, state, or local assistance;

- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by LMHA or HUD.

Suspension of Minimum Rent

The PHA will grant the minimum rent suspension to all families who request it effective the first of the following month. The minimum rent will be suspended until the PHA determines whether the hardship meets the criteria for exemptions and whether it is temporary or long-term. “Temporary” means verified to last less than ninety (90) or more days. “Suspension” means that the PHA must not use the minimum rent calculation until the PHA has made a decision.

During the minimum rent suspension period, the family will not be required to pay the minimum rent.

The PHA may not evict the family for nonpayment of rent during the ninety (90) day period beginning the month following the family’s request for a hardship exemption.

If the PHA determines that there is no qualifying hardship, the PHA will reinstate the minimum rent, including payment for minimum rent from the time of suspension. The PHA will determine whether a repayment agreement is feasible in accordance with the repayment policy.

Temporary Hardship Suspension

If the PHA determines that the hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, in accordance with its repayment policy, for the amount of back minimum rent owed by the family.

Long-Term Duration Hardship Exemption (24CFR5.63(b)(2)(iii)(B))

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family’s request for exemption.

All exemption requests must be in writing and directed to the Project Manager. The manager in turn will refer these requests to Resident Services to assist the family with establishing goals to obtain income in the form of benefits or employment. The Executive Director will make the final decision in regard to hardship exemptions.

If a family requests a hearing under the LMHA grievance procedure to review the LMHA’s determination denying or limiting the family’s claim to a financial hardship exemption, the family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues.

► Flat Rents

Flat rents are intended as an incentive for residents to remain in public housing who are attempting to become economically self-sufficient or have attained a level of self-sufficiency. A flat rent is the amount the family pays to LMHA for a specific bedroom size. Changes in family income or composition will not affect the flat rent amount because it is outside the income-based formula.

Effective October 1, 2014 LMHA amended its flat rent policies to comply with the statutory changes contained within *PIH Notice 2014-12 and* Public Law 113-76, the FY 2014 Appropriations Act. *Effective July 1, 2016, LMHA amended its flat rent policies to comply with PIH Notice 2015- 13.*

The FY 2015 Appropriations Act amended the public housing rent requirements for flat rents to require that flat rents must be set at no less than the lower of 80 percent of:

- 1) the applicable fair market rental established under section 8(c) of this Act; or*

- 2) at the discretion of the Secretary, such other applicable fair market rental established by the Secretary that the Secretary determines more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used for purposes of the applicable fair market rental under section 8(c);*

A PHA may apply for an exception waiver allowing for a flat rental amount for a property that is lower than the amount outlined in the options above. The Secretary may grant such an exception if HUD determines that the fair market rent for the applicable market area does not reflect the market value of the property and the proposed lower flat rental amount is based on a market analysis of the applicable market. Requests for exception rents must be made in accordance with procedures described in PIH Notice 2015-13 or subsequent notices.

The FY 2015 Appropriations Act maintained the protection that any rent increase of more than 35 percent due to the flat rent changes must be phased in as necessary.

The LMHA will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80% of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utility costs.

Families who pay a flat rent and are responsible for making direct payments to the utility companies shall have their flat rent reduced by the appropriate utility allowance.

Families who pay a flat rent and are responsible for making direct payments to the utility companies shall have their flat rent reduced by the appropriate utility allowance.

Flat Rent Policies – How to Comply on an Annual Basis

In order to comply with the flat rent requirements annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the PHA must:

1) Compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent:

- a) If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, the PHA is in compliance with the law, and no further steps are necessary;**
- b) If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the PHA must set flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent, subject to the utilities adjustment in section 5 of this PIH Notice 2015-13, or the PHA may request an exception flat rent pursuant to the requirements of Section 4 of PIH Notice 2015-13;**

2) Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;

3) At all new admissions, permit the family to choose between the flat rent amount and the income-based rent; and

4) For families that are current public housing residents, offer the updated flat rent amount at the next annual rent option, and permit the family to choose between the flat rent amount and the income-based rent, subject to the requirements of Section 7 of PIH Notice 2015-13.

Updating flat rents based on changes to the FMR by HUD does not constitute a significant amendment to the Annual Plan.

Updated Flat Rent schedules are mailed to all residents, posted at all LMHA management offices, and are listed on LMHA's website at www.lmha.org.

Conducting Annual Rent Options [24CFR 960.253(a),(e)]

HUD regulations at 24 CFR 960.253(a) requires PHAs to annually give families the option to choose between paying the flat rent or the income-based rent, and stipulates that PHAs may not give families the option more than once per year, except in the case that the family has chosen the flat rent and experiences a financial hardship. Further, 24 CFR 960.253(e) stipulates that PHAs provide sufficient information to allow a family to make an informed choice regarding rent options. PHAs must provide at least the following information:

- The PHA's policies on switching the type of rent due to financial hardship;***
- The dollar amount of the flat rent and the income-based rent.***

For families who choose to pay flat rents, PHAs are provided the flexibility not to conduct income re-examinations annually. HUD regulations at 24 CFR §960.253(e)(2) and §960.257(a)(2) provide that for families that chose to pay flat rents PHAs must conduct re-examinations of family income at least once every three years, not annually. In years when a PHA does not conduct a full re-examination of family income, PHAs are not released from the requirement to give the family the option of paying the flat rent or the income-based rent as calculated from the most recent examination of family income and composition.

In order for PHAs to comply with the requirements to conduct an annual rent option, and to provide families with sufficient information to make an informed choice, PHAs must do the following:

At initial occupancy, or in any year where a current participating family is paying the income-based rent:

- 1) Conduct a full examination of family income and composition at the first annual rent option (Year 1);
- 2) Inform the family of the flat rent amount and the rent amount determined by the examination of family income and composition;
- 3) Inform the family of the PHA's policies on switching rent types due to financial hardship; and
- 4) Apply the family's rent decision at the next lease renewal.

At the second and third annual rent options for families that choose to pay the flat rent:

- 1) PHAs may, but are not required to conduct a full examination of family income and composition for the second and third annual rent options. If a PHA chooses not to conduct an examination of family income for these annual rent options, PHAs must use the income information from the examination of family income and composition from the first annual rent option;
- 2) PHAs must inform the family of the updated flat rent amount, and the rent amount determined by the most recent examination of family income and composition;
- 3) PHAs must inform the family of the PHA's policies on switching rent types due to financial hardship; and
- 4) PHAs must apply the family's rent decision at the next lease renewal.

For the purpose of conducting the rent option meeting for a family that has paid the flat rent for the previous three years, and for which the PHA has not conducted a reexamination of family income and composition in the last three years, the PHA must complete a full reexamination of family income and composition in order to update the income-based rent amount.

PHAs are reminded that the flat rent amount a family pays is not locked in for the three year period. Instead, the PHA must revise the flat rent amount from year to year based on changes to the FMR. Families currently paying the flat rent amount must be offered the choice between the updated flat rent amount, and the previously calculated income-based rent.

Mixed Families

LMHA shall use the flat rent applicable to the unit to calculate rent for mixed families, except in situations where the mixed family's total tenant payment (TTP) exceeds the flat rent. A mixed family whose TTP is higher than the Flat Rent can NOT elect Flat Rent

but must use the TTP calculated tenant rent. The PHA shall subtract the utility allowance from the TTP to obtain the Tenant Rent.

Switching from Flat Rent to Income-Based Rent Due to Hardship [24CFR 960.253(f)]

The QHWRA requires a PHA to immediately switch a family from a flat rent to an income based rent if the PHA determines that the family has a financial hardship circumstance. When the family requests a change, LMHA will conduct an examination of the family's income in order to switch the family to an income-based rent amount. The rent will change to an income-based rent amount the first of the month following the month the family reported the hardship. Once the family switches to an income-based rent, the family may not return to the flat rent until the next scheduled annual recertification. LMHA will consider the following circumstances a hardship:

- loss or reduction of employment
- death in the family
- increase in the family's expenses for medical costs
- increase in child care costs
- transportation or education costs

V. MISREPRESENTATION.

Warning: Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department Agency of the United States Government.

HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than five thousand dollars (\$5,000.) Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at Section 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 U.S.C. Section 408 (a) (6), (7) and (8).

VI. PET OWNERSHIP. Pet owners interested in residing in LMHA owned units, may request a pet policy from the Admissions Office or from the Project Manager. LMHA, as an owner and manager for projects for the elderly, disabled, or handicapped, will not:

- A. As a condition of tenancy or otherwise, prohibit or prevent any tenant in LMHA housing from owning common household pets or having such pets living in the tenant's dwelling unit; or

- B. Restrict or discriminate against any person in connection with admission to, or continued occupancy of, LMHA housing by reason of the person's ownership of common household pets or the presence of such pets in that person's dwelling unit.

VII. EXCLUSION FOR ASSISTANCE ANIMAL. The LMHA Pet Policy shall not apply to assistance animals who meet the descriptions set forth in this Policy. "Service animals" for purposes of public accommodation pursuant to the Americans with Disabilities Act, are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

This definition does not affect or limit the broader definition of "assistance animal" under the Fair Housing Act or the broader definition of "service animal" under the Air Carrier Access Act.

[Refer to DOJ Civil Rights bulletin: http://www.ada.gov/service_animals_2010.htm]

Assistance animals, for purposes of dwellings pursuant to the Fair Housing Act, include any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. This definition includes service animals as defined by the ADA and described above, and animals that may not necessarily perform physical assistance for the disabled individual but may be required to be an emotional support or medical support service animal (as defined in FHEO Notice 2013-01).

Assistance animals are permitted in the developments to assist residents and/or visitors and guests of residents. Documentation may be necessary which states the necessity for the assistance animal. If the disability is obvious, no verification is required. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.

Assistance animals are not required to meet the weight restriction listed in the pet policy. Certain breeds, which may be restricted by the pet policy, may be permitted as an assistance animal. The resident is required to remove waste deposited by the assistance animal. Any resident interfering with or injuring an assistance animal may be subject to lease termination.

Residents with service animals and those who are approved for companion animals shall be required to execute and comply with the Assistance Animal Lease Addendum.

VIII. GRIEVANCE PROCEDURE. The purpose of the grievance procedure is to assure a PHA tenant is afforded an opportunity for a hearing if the tenant disputes any PHA action or failure to act, involving the tenant's lease with the PHA or PHA regulation which adversely affects the individual tenant's rights, duties, welfare or status. The tenant must notify the PHA within ten (10) business days of the occurrence which they wish to grieve. *See Appendix XVI for the complete Grievance Procedure.*

The PHA may bypass the grievance procedure and move to judicial evictions in cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the PHA, or any drug-related criminal activity on or off such premises.

IX. SCATTERED SITE HOUSING. Scattered site housing shall be available to current LMHA residents meeting the scattered site transfer criteria (see Appendix VI for complete criteria).

X. NON-DISCRIMINATION. LMHA will not discriminate against any applicant based on the following:

- ▶ Race, color or national origin
- ▶ Religion
- ▶ Sex/Gender
- ▶ Disability
- ▶ Age
- ▶ Familial status
- ▶ Ancestry
- ▶ Military status

LMHA will comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on religion, sex, disability and familial status, in addition to race, color and national origin.
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973, which describes housing rights of persons with disabilities
- The Age Discrimination Act of 1975 which establishes certain rights of the elderly
- Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern

- Ohio Revised Code Section 4112.02(H), which prohibits discrimination based on race, color, religion, sex, military status, familial status, ancestry, disability or national origin.
- Any other applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted

XI. ETHICAL STANDARDS. The Lorain Metropolitan Housing Authority (LMHA) shall prohibit the solicitation or acceptance of gifts, in excess of a nominal value, by an officer or employee of the PHA, or any contractor, subcontractor, or agent of the PHA. Employees violating the LMHA “Ethical Standards Code” shall be subject to disciplinary action up to and including termination. The disciplinary action shall be commensurate with the violation.

XII. GENERAL PROVISIONS. Amendment Clause. LMHA reserves the right to interpret, amend, cancel, or waive any provision of this policy under special circumstances, provided such action is consistent with Federal and State laws and the general purpose of Public Housing.

ACOP APPENDIX LISTING

APPENDIX I	DEFINITION OF TERMS
APPENDIX II	INCOME LIMITS
APPENDIX III	LOCAL PREFERENCES
APPENDIX IV	SECURITY DEPOSITS
APPENDIX V	AIR CONDITIONER POLICY WATER SURCHARGE POLICY UTILITY ALLOWANCES
APPENDIX VI	CRITERIA FOR SCATTERED SITES
APPENDIX VII	ANNUAL INCOME
APPENDIX VIII	DECONCENTRATION POLICY
APPENDIX IX	EIV POLICY
APPENDIX X	COMMUNITY SERVICE POLICY
APPENDIX XI	VAWA POLICY
APPENDIX XII	APPLICANT SCREENING PROCESS
APPENDIX XIII	EVICTON POLICY
APPENDIX XIV	TRANSFER POLICY
APPENDIX XV	PET POLICY/ASSISTANCE ANIMAL ADDENDUM
APPENDIX XVI	GRIEVANCE PROCEDURE
APPENDIX XVII	SMOKE-FREE POLICY

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX I

DEFINITION OF TERMS

**LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
APPENDIX I
DEFINITION OF TERMS**

I APPLICABILITY. This subpart applies to all dwelling units assisted under the U.S. Housing Act of 1937 in Developments owned and managed by LMHA and leased to LMHA residents.

II DEFINITIONS. The following definitions as defined by HUD/PHA are used in the administration of the Public Housing Program operated by LMHA under the Housing Act of 1937. These definitions are also applicable to Section 8 New Construction.

Adjusted Income. Adjusted income means annual income (as determined by the PHA) of the members of the family residing in or intending to reside in the PHA dwelling unit, after making the following deductions:

Mandatory deductions. In determining adjusted income, a PHA must deduct the following amounts from annual income:

- \$480.00 for each dependent
- \$400.00 for any elderly family or disabled family
- The sum of the following, to the extent the sum exceeds 3% of annual income:
 - Un-reimbursed medical expenses of any elderly family or disabled family;
 - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed.
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and
- The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

Permissive deductions – for public housing only. A PHA may establish other deductions from annual income. The PHA must identify these deductions in its written policies and must grant them to every family who qualifies. LMHA has granted a medical deduction to working families whose medical insurance is deducted from their gross wages.

Administrative Review. *Administrative Reviews are granted to Lorain Metropolitan Housing Authority (LMHA) program applicants that are proposed for denial based on unfavorable information received from a criminal background check, and or Good Cause as per LMHA's Applicant Screening Process.*

Annual Income. The anticipated total income from all sources (earned or unearned) received by the Family head and spouse (even if temporarily absent) and by each additional member of the

Family, including all net income derived from assets for a twelve (12)-month period following the effective date of the initial determination or the recertification of income, exclusive of certain types of income as defined in 24 CFR 5.609 (c) 1-17.

Applicant. A person or a family that has applied for housing assistance through LMHA.

Child. A member of the family, other than the family head or spouse, who is under eighteen (18) years of age.

Child Care Expenses. Amounts paid by the family for the care of minors under thirteen (13) years of age where such care is necessary to enable a family member to be employed, actively seek employment, or further his/her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary for employment, the amount deducted shall not exceed the amount of income derived from the employment. The PHA may not disallow a deduction for child care expenses because there is an unemployed adult in the family if child care expenses permit another adult in the family to be gainfully employed.

Citizen. A citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of the household.

Dependent. A member of the family household, other than the family head or spouse, (excluding foster children), who is under eighteen (18) years of age or is a disabled person or handicapped person, or is a full-time student eighteen (18) years of age or over.

Personal Designee Policy Form. A form completed by LMHA applicants designating one (1) person the PHA may contact for removal of the tenant's possession upon death or permanent incapacity.

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

Disabled Person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-7).

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

Displaced Person. 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.

Effective Date. The “effective date” of a certification or recertification refers to:

- in the case of a certification for admission, the date of initial occupancy
- in the case of recertification of an existing tenant, the date the re-determined rent becomes effective.

Elderly Family. A family whose head (including co-head), spouse or sole member is a person who is at least sixty-two (62) years of age; or two (2) or more persons who are at least sixty-two (62) years of age living together; or one (1) or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

Elderly Person. One who is at least 62 years of age.

Eligible Family. A family who the PHA has determined meets the criteria for occupying a public housing unit.

Evidence of Citizenship or Eligible Immigration Status. The documents which must be submitted to evidence citizenship or eligible immigration status. The acceptable evidence of eligible immigration status, subject to verification, is listed in 24 CFR 5.510.

Excessive Medical Expenses. Any medical expense incurred by an elderly/disabled family in excess of three percent (3%) of Annual income, which is not reimbursable from any other source (see definition of medical expenses).

Extremely Low-Income Family. The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be: a family whose income does not exceed the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

A very low-income family whose annual income does not exceed the higher of: (1) the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Family. Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a stable family relationship (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size)
- An elderly person or family
- A near-elderly person or family
- A disabled person or family
- A displaced person or family
- The remaining member of a tenant family; and
- A single person who is not elderly, disabled or displaced; (includes a pregnant woman with no children).
- One or more individuals (who have not attained the age of eighteen (18) years) being domiciled with:
 - (i) A parent, or other person, having or seeking legal custody of such individual or individuals; or
 - (ii) The designee of such parent or other person having or seeking such custody, with the written permission of such parent or other person. (24 CFR §5.403)

Family of Veteran or Service Person. Families where the Head, Spouse or Co-Head is a veteran who served in the active military or naval service of the United States, including families of deceased veterans or deceased persons who were so serving at the time of death. (24 CFR §5.403)

Felony. *A serious crime for which the punishment is prison for more than a year or death (ORC §2903.11).*

Foster Care Child Care Payment. Payments to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children. These payments are not considered income for rent calculation purposes.

Full-time Student. A person who is attending school or vocational training on a full-time basis. Full time is defined as a person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended.

Grievance. Any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the

handicapped or disabled member) to be employed, provided the expenses are neither paid to a member of the family nor reimbursed from an outside source.

Handicapped Person. A person having a physical or mental impairment that:

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

Head of Household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HUD. The Department of Housing and Urban Development.

Imputed Asset. An asset disposed of for less than fair market value during the two (2) years preceding certification or recertification.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculated when assets exceed five thousand dollars (\$5000.00).

Income Limits. Limits established by HUD to determine if applicants qualify for rental assistance in public housing. Income limits are posted at each site and on LMHA's website at www.lmha.org.

INS The U.S. Immigration and Naturalization Service.

Lease. A written agreement between a PHA and a resident in assisted housing.

Live-in Aide. A person who resides with one or more elderly persons or person with disabilities and who:

- is determined to be essential to the care and well being of the person(s)
- is not obligated for the support of the person (s); and
- would not be living in the unit except to provide the necessary supportive services. Certification form completed by health care professional required for approval of live-in aide. Live-in aide is subject to criminal history/background check.

Low-income Family. A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller or larger families. HUD may establish income limits higher or lower than eighty percent (80%) of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses. Those medical expenses, including medical insurance premiums (including Medicare), that are anticipated during the period for which Annual Income is computed and that are

not covered by insurance. This deduction is for elderly/disabled families only. A wide-range of unreimbursed medical expenses can be claimed, including but not limited to the following:

- Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, clinics, chiropractors, etc.)
- Laboratory fees, X-rays, and diagnostic tests; costs for blood and oxygen
- Prescription and non-prescription medicines and/or supplies {non-prescription medicines and/or supplies must be on record (written documentation) as being prescribed by a doctor};
- Transportation to/from treating including the actual cost (bus fare, cab);
- Medical care of a permanently institutionalized family member IF his/her income is included in the calculation of annual income for determining rent;
- Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays, filling braces, extractions, and dentures;
- Eyeglasses and contact lenses
- Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs (for those items not reimbursed);
- Attendant care or periodic attendant care;
- Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, out-patient medical facilities (to the extent that verification can be obtained indicating tenant is making payments);
- Purchase or rental and upkeep of medical equipment;
- Skilled, semi-skilled and unskilled nursing services;
- Any other medically necessary service, apparatus or medication, as documented by a third party health care provider.

Minor. A member of the family (excluding foster children) other than the head or spouse who is under eighteen (18) years of age.

Misdemeanor. *A class of criminal offenses consisting of those offences less serious than felonies and which are sanctioned by less severe penalties. It is generally distinguished from a felony by the duration or place of imprisonment and the severity of the possibility or actual punishment.*

Mixed Family. A family whose member includes those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income. One twelfth (1/12) of the Annual Income after allowances or deductions.

Monthly Income. One twelfth (1/12) of the gross Annual Income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family. A family whose head (including co-head), spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

Net Family Assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments. The value of necessary items 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).

Non-Citizen. A person who is neither a citizen nor a national of the United States.

Police Officer. Police Officer means a person determined to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

Public Housing Agency (PHA). Any state, county, municipality or other governmental entity or public body that is authorized to engage in or assist in the development or operation of housing for low income individuals/families.

Recertification. The process of securing documentation to determine the rent the tenant will pay for the next twelve (12) months if there are no additional changes reported. There are annual and interim recertifications.

Responsible Entity. For the public housing assistance, the responsible entity means the PHA administering the program under an ACC and HUD.

Security Deposit. A specific dollar amount deposited by the resident with the PHA which may be used upon vacating for unpaid rent or damages to the PHA owned unit.

Service Person. A person in the active military or naval service (including active reserve) of the United States.

Single. A person living alone or intending to live alone who is neither elderly, disabled or the remaining member of a family.

Spouse. The marriage partner of the head of household.

Temporary. Temporary is defined as *one-hundred eighty (180)* days or less.

Tenant Rent. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).

Total Tenant Payment. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities. Total Tenant Payment is the higher of:

- Thirty percent (30%) of the family's monthly adjusted income
- Ten percent (10%) of the family's gross monthly income
- The minimum rent as determined by the PHA in accordance with 5.630

Unit. Residential space for the private use of an individual/family under lease with the PHA.

Utility Allowance. The PHA's estimate of the average monthly utility bills (except telephone) for an energy conscious household. The estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent amount, there is no utility allowance. Utility allowances are mailed to residents, posted at all LMHA sites, and available on LMHA's website at www.lmha.org

Utility Reimbursement Payment (URP). The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment (TTP) for the family occupying the unit. URP payment are mailed directly to the family monthly.

Very Low-Income Family. A family whose Annual Income does not exceed fifty percent (50%) of the median areas, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty (50%) of the median income for the areas on the basis of its findings such variations are necessary because of unusually high or low family income.

Veteran. Veteran has the same meaning as assigned by the Ohio Revised Code 5901.01.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by Federal, State or Local governments.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX II

INCOME LIMITS

Income Limits are posted at all LMHA administrative offices,
published on the LMHA website at www.lmha.org
and are available at the HUD website at
<http://www.huduser.org/portal/datasets/il.html>

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX III

LOCAL PREFERENCES

LORAIN METROPOLITAN HOUSING AUTHORITY

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX III

LOCAL PREFERENCES

Revised April 1, 2016

HUD has repealed the federal housing preferences. Housing Authorities may apply local preferences in assigning housing units.

LMHA elected to discontinue the use of all local preferences effective April 1, 2016.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX IV

SECURITY DEPOSITS

LORAIN METROPOLITAN HOUSING AUTHORITY

**ADMISSION AND CONTINUED
OCCUPANCY POLICY**

APPENDIX IV

SECURITY DEPOSITS

The Security Deposit for Tenant Families shall be \$100.00.

The Security Deposit for Elderly/Disabled Individuals/Families shall be \$50.00

The Security Deposit for “Singles” shall be \$100.00.

The Security Deposit for Harr Plaza and International Plaza shall be one month's
Total Tenant Payment.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX V

**AIR CONDITIONING POLICY
WATER SURCHARGE POLICY
UTILITY ALLOWANCES**

LORAIN METROPOLITAN HOUSING AUTHORITY

AIR CONDITIONING POLICY

Revised July 2017

24 CFR Section 965.505(e) states: "If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use the air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowance. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506."

Because HUD is enforcing this requirement in the federal regulations, Lorain Metropolitan Housing Authority (LMHA) has developed this policy regarding the installation and monitoring of air conditioners (a/c) and the surcharges for the use of air conditioners.

LMHA restricts the size of resident provided a/c units to 6000 BTU and will permit a maximum of two (2) air conditioners per floor.

It is necessary for LMHA maintenance staff to install the tenant-provided air conditioner to ensure that the a/c units are safely and properly installed and to avoid damage to the window. The tenant must call in a work order for the air conditioner to be installed. The tenant pays for this installation. This fee includes the cost of materials plus labor (1/4 hour minimum). If a tenant installs an air conditioner on their own in violation of LMHA policy, that tenant will be charged the full surcharge plus any relevant material and labor charge.

If there is only one window in the room, then that window is considered to be an emergency exit in case of fire or other calamity. According to the local Fire Department, the Fire Marshall and HUD REAC, these particular windows must not be blocked by furniture or by installation of a window air conditioner. Tenants who install an a/c without permission will be issued a 24-hour notice that LMHA will enter the unit to confirm safe and proper installation.

If LMHA finds an a/c unit installed in a room with only one window they will immediately remove the air conditioner from the window with a charge for labor. Due to the urgency, no notice will be provided at the time. This will be considered formal notice. A/C units not removed at end of cooling season upon directive from management will also be removed by maintenance and charged labor cost.

Following are the fees:

Install a/c in a room with more than one window ¼ hour labor min + materials (not to **one hour labor charge**)
Confirm safe/proper installation of tenant installed a/c and/or remove if necessary..... **One hour labor charge**

Residents will be surcharged for the cost of electricity for each air conditioner installed in their unit. This annual surcharge will be on the July rent statement every year in addition to rent, maintenance charges, etc. Failure to pay the surcharge is grounds for termination of the lease.

This fee will be prorated for persons moving in after June 1 but before September 15, and for residents who have paid the surcharge but move out before September 15.

Fees will be reviewed annually and may be modified based upon utility rates. Every three (3) years, the degree-day portion of the surcharge calculation will be reviewed and adjusted, if necessary, based upon historical temperatures.

Residents will be advised of the surcharges every year when LMHA distributes the utility allowances. Property-specific notices will also be sent out in March or April to all residents. The surcharges will be posted at all LMHA Public Housing Administrative Offices and published on the LMHA website at www.lmha.org.

Residents who do not want to use their LMHA provided a/c may request in writing that their a/c unit be disabled. Written request must be submitted to the Manager who will in turn generate a work order. In these cases, the resident will not be surcharged for the use of the a/c nor will they be charged for the a/c to be disabled.

Exemption from surcharges for air conditioner usage

Residents may qualify for a hardship exemption from the monthly surcharge for the use of their a/c with the Executive Director's approval. Residents with disabilities are encouraged to contact other agencies, such as Medicaid/Medicare, Lorain County Jobs and Family Services, Lorain County Community Action Agency, United Way, etc. to request assistance in the payment of the HUD required surcharge.

Residents must submit their written request for an exemption to their Manager along with any documentation to support their request for an exemption. The Manager will submit the request to the Executive Director for review and determination of approval/disapproval. Requests for exemption will be considered on a case-by-case basis.

LORAIN METROPOLITAN HOUSING AUTHORITY

CALCULATION OF THE COST TO OPERATE AN AIR CONDITIONER IN NORTHERN OHIO for 2017, 2018 & 2019¹

The calculation of the typical cost of operating an air conditioner for Lorain Metropolitan Housing Authority residents shall be determined by utilizing the following formula:

$$\frac{\text{BTU/hour} \times \text{Cost of Electricity (\$/kwh)} \times \text{Hours of operation/year}}{\text{EER} \times 1000}$$

FACTS

Cost of Electricity = **12¢/kwh** family units;
5¢/kwh high rise units

For LMHA-provided window air conditioners in the high rises:

Energy Efficiency Rating (EER) for 6,000 BTU/Hour units = 9.0

EER = 0.875 X SEER

Energy Efficiency Rating (EER) for 8,000 BTU/Hour units = 10.8

1 Ton Air Conditioning = 12,000 BTU/Hr

Energy Efficiency Rating (EER) for 10,000 BTU/Hour units = 9.4

For LMHA-provided central air conditioning units, the BTU/hour and EER are listed in the formulas below.

ASSUMPTIONS

For Family developments and high rises

Hours of Operation: Based on the cooling-degree days for northern Ohio, air conditioners are potentially operated between June 1 and September 15 annually. Thus, there are 30 + 31 + 31 + 14 = 106 days during which cooling may be necessary.

Over the 3 years from 2014 thru 2016, an average of 80 (or 75%) of these 106 days experienced temperatures above 75° F, the baseline for which cooling is assumed to be necessary.

During this 3 year period, an average of 74 days per year experienced temperatures between 75° F and 80° F. It is assumed an air conditioner will operate an average of 4.5 hours per day in these conditions.²

During this 3 year period, an average of 6 days per year experienced temperatures over 80° F. It is assumed an air conditioner will operate an average of 9 hours per day in these conditions.

The average number of hours per year an air conditioner operates is calculated as follows:
(74 days/year x 4.5 hours/day) + (6 days/year x 9 hours/day) = 333 + 54 = 387 hours/year

Family developments only

BTU/hr: **6000 BTU/hr** is the maximum size permitted by LMHA for resident-provided a/c units. Assume this size for all resident-provided units.

EER: Assume an average Energy Efficiency Rating (EER) of **9.0** for resident-provided a/c units

¹ Source: Cooling Degree Days were calculated using historical weather data for June 1 thru Sept 14 for years 2014, 2015, and 2016 from www.degreeedays.net. Temperature readings were taken from Weather Station KLPR located at Lorain County Regional Airport.

² Source: Estimated hours per day found at: http://energyusecalculator.com/electricity_centralac.htm

CALCULATIONS

Tenant-provided a/c units in family developments

$$\frac{6000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{9.0 \times 1000} = \$30.96 \text{ per air conditioner/year}$$

John Frederick Oberlin Homes High Rise, Albright Terrace

$$\frac{8000 \text{ BTU/hr} \times 5\text{¢/kwh} \times 387 \text{ hours/year}}{10.8 \times 1000} = \$14.33/\text{year}$$

Kennedy Plaza, Lakeview Plaza, Riverview Plaza, Westgate Apartments

$$\frac{10000 \text{ BTU/hr} \times 5\text{¢/kwh} \times 387 \text{ hours/year}}{9.4 \times 1000} = \$20.59/\text{year}$$

106 South Park Street, Oberlin

$$\frac{29000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{12.0 \times 1000} = \$112.23/\text{year}$$

358 South Main Street, Oberlin

$$\frac{30000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{13.0 \times 1000} = \$107.17/\text{year}$$

300, 304 and 308 Parmely Ave.; 748 W. 16th Street; 162 Warden Ave., Elyria 2020 West 21st Street; 2027 W. 19th Ct.; 2134 Lorain Drive, Lorain

$$\frac{16800 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{13.0 \times 1000} = \$60.01/\text{year}$$

2030 and 2042 Reeves Ave, Lorain

$$\frac{36000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{12.5 \times 1000} = \$133.75/\text{year}$$

Reeves Ave/Sunset Blvd accessible units, Westview Terrace

$$\frac{24000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{13.0 \times 1000} = \$85.74/\text{year}$$

LMHA Oberlin Homes (LIHTC) units

$$\frac{30,000 \text{ BTU/hr} \times 12\text{¢/kwh} \times 387 \text{ hours/year}}{11.4 \times 1000} = \$122.21/\text{year}$$

LMHA Water Surcharges

Revised July 2016

The LMHA dwelling units that have water meters that can be used as check meters shall be subject to water surcharges. The surcharges are developed by using the national average consumption data for specific bedroom sizes in the Section 8 Handbook and applying the current water and sewer rates for the community in which the unit is located. Based on current national average consumption for water, any unit that uses above the amount of water listed in the following table may be subject to surcharges.

1 Br	7 CCF
2 Br	10 CCF
3 Br	12 CCF
4 Br	15 CCF
5 Br	17 CCF
6 Br	19 CCF

The cost for each CCF shall be reviewed and adjusted annually, mailed to all affected residents, posted at all LMHA sites, and published on the LMHA website at www.lmha.org.

Annually the Authority will review the basis on which utility allowances have been established in order to continue adherence to the standards in 24 CFR 965.505. Utility allowances are mailed, posted at all LMHA sites, and published on the LMHA website at www.lmha.org.

Request for an exemption from the surcharge for excess water consumption may be granted by the Authority on reasonable grounds, such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident.

Requests for exemption of the surcharge should be presented in writing along with documentation justifying the request for the exemption to the Manager's Office. The Manager will forward the request to the Executive Director for consideration.

LMHA Utility Allowances

LMHA public housing utility allowances are reviewed, adjusted and sent to residents annually and are posted at all LMHA Administrative Offices. Public Housing and Housing Choice Voucher Program utility allowances are published on the LMHA website at www.lmha.org.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX VI

**RESIDENT CRITERIA FOR
SCATTERED SITE HOUSING**

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VI

RESIDENT ELIGIBILITY CRITERIA FOR SCATTERED SITE HOUSING

Revised July 2016

Criteria applies to the past one (1) year of housing

- Must have been an LMHA resident for a minimum of one (1) year at time of application.
- Resident can have no more than two (2) late rents, maintenance charges, or other charges within a twelve (12) month period.
- Tenant history to be checked includes:
 - a. no work orders in files can evidence tenant caused damage (wear and tear not cause for denial)
 - b. no documented complaints in file regarding drug activity at unit
 - c. no documented complaints in file against resident/family/children or guests
 - d. no documented vandalism by resident/family/children or guests
 - e. good housekeeping habits; must have received good or very good on annual inspections and work orders for the past one (1) year; cannot have been on special inspections due to poor housekeeping habits within the past one (1) year
 - f. no criminal history (local police checks and fingerprints will be taken) no time limit
 - g. must exhibit family stability and pride in housing
 - h. must have capability of yard maintenance
 - i. if required to perform Community Service, the family must be in compliance
 - j. cannot have had the gas or electric disconnected due to non-payment
 - k. cannot have had terminations issued for non-payment of maintenance charges, retro-rent, criminal activity, unauthorized residents, or excessive water charges
- When provided by LMHA, the tenant must agree to receive training in housekeeping skills and general household maintenance.
- All individuals in household over eighteen (18) years of age must sign a release of information for criminal history check.

- Residents initially approved for the scattered site waiting list must continue to meet eligibility criteria or will be removed from waiting list.
- Residents in scattered site housing must continue to maintain scattered site eligibility criteria or will be required to move from scattered site housing by way of transfer to public housing unit or termination should the situation warrant it.
- If original scattered site head of household chooses to vacate or is no longer residing in the scattered site unit, remaining adult and other household members must transfer to a public housing unit in the developments if they wish to remain in LMHA housing.
- LMHA may use a scattered site unit for reasonable accommodations, regardless of scattered site eligibility or the scattered site waiting list.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX VII

ANNUAL INCOME

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VII ANNUAL INCOME

24CFR 5.609 ANNUAL INCOME

A. Annual Income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head, co-head, or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual recertification effective date; and
3. Which are not specifically excluded in paragraph (C) of this section;
4. Annual income also means amounts derived (during the twelve (12) month period) from assets to which any member of the family has access.

B. Annual 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 compensations 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 depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. 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 as authorized in paragraph (B)(2) of this section. 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 in the operation by the family. Where the family has net family assets in excess of five thousand dollars (\$5000.00) the annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings as determined by HUD. The PHA may establish its own passbook rate that the PHA will apply in calculating imputed assets from income. The PHA will review its passbook rate at least annually to determine that it is within the safe harbor range. The PHA must apply its policy to calculate imputed asset income consistently to all participants. PHAs may establish a passbook rate within 75 basis points (plus or minus .75 percent) of the Savings National Rate in effect at the time the PHA establishes the passbook rate. The passbook rate may not be less than 0 percent.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in (C) (13) of this section).
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in (C) (3) of this section).
6. Welfare assistance payments.
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - are not otherwise excluded under paragraph (C) of this section.
 - (ii) 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:
 - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (b) 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 ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

7. Periodic and determinable allowance, such as alimony and child support payment, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (C) (7) of this section).
9. For LIHTC units, the cash value on whole life or universal life insurance must be counted as income.
10. For LIHTC units, any financial assistance, in excess of amounts received for tuition, that an individual receives from private sources, or from an institution of higher education shall be considered income to that individual. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

C. Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of eighteen (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 payment under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (B) (5) of this section);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, as defined in 24 CFR 5.403;
6. Subject to paragraph (B)(10) of this section, 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 purposes of Supplemental Security Income eligibility and

benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other public 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 two hundred (\$200) per month) received by a resident for performing a service for the PHA 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
- Serving as a member of the PHA'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 payment 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 four hundred eighty dollars (\$480.00) for each full-time student eighteen (18) years or older (excluding the head of household, co-head, or spouse).
12. Adoption assistance payments in excess of four hundred eighty dollars (\$480.00) 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.

14. Amount 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.
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 24 CFR 5.609 (C) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
 - a. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) (and) comparable disaster assistance provided by states, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).
 - b. Earned income tax credit (EITC) refund payments.
 - c. Allowances, earnings, and payments to AmeriCorps participants.
 - d. Payments received after January 1, 1989, from the Agent Orange Settlement Fund.
 - e. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
 - f. Value of allotment provided to an eligible household under the Food Stamp Act.
 - g. Payments from any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 by Section 2008 of the Housing and Economic Recovery Act of 2008.
 - h. Compensation received by or on behalf of a veteran for service-connected on or behalf of disability, death, dependency or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the

definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 and administered by the Office of Native American Programs.

i. Lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled, Elouise Cobell et al v. Ken Salazar et al, United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010.

j. Payments received from programs funded under the Title V of the Older Americans Act.

k. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.

l. Any amount of crime victim compensation received through crime victim assistance for payment or reimbursement of the cost of such assistance as determined under the Victim of Crimes Act because of the commission of a crime against the applicant under the Victims of Crime Act.

m. Any amount received under the School Lunch Act.

n. Payments, funds, distributions, authorized, established, or directed by the Seneca Nation Settlement Act of 1990.

o. Payments received under the Maine Indian Claims Settlement Act of 1980.

p. The value of any child care provided or arrangement (or any amount received as payment for such care or reimbursed costs incurred for such care) under Child Care and Development Block Grant Act of 1990.

q. Payments to Volunteers under the Domestic Volunteer Services Act of 1973.

r. Payments received under the Alaska Native Claims Settlement Act.

s. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians.

t. The first \$2,000 of per capita shares received from judgment funds awarded by the Indians Claims Commission or the U.S. Supreme Court, the interests of the individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.

- u. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study programs or under Bureau of Indian Affairs student assistance programs.
- v. Payments received under the Maine Indian Claims Settlement Act of 1980.
- w. Payment by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

- D. Annualization of income.** If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.
- E. For Public Housing only.** In addition to the exclusions from annual income covered in paragraph (C) of this section, a PHA may adopt permissive deductions. LMHA has adopted one permissive deduction which is a deduction for medical insurance premiums withheld directly from the employed resident's/applicant's gross pay.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX VIII

DECONCENTRATION POLICY

IMPLEMENTATION OF DECONCENTRATION POLICY AS REQUIRED BY THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998 (QHWRA)

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits the PHA to consider a number of approaches to achieve the goals of deconcentration and income mixing, such as skipping over certain families on the waiting lists based on income; the establishment of certain preferences, such as working preferences; additional applicant consultation and information; and rent incentives authorized by QHWRA.

LMHA discontinued the use of all local preferences effective April 1, 2016.

As an incentive to employed individuals, LMHA will grant a permissive deduction to working families for medical insurance premiums withheld from the employed applicant's/resident's gross pay.

LMHA has established flat rent amounts for units based on bedroom size. By offering an applicant the choice of paying thirty percent (30%) of adjusted income or a flat rate based upon the size unit needed, LMHA hopes to attract the working families in need of affordable housing.

LMHA conducts an annual deconcentration of poverty and income mixing analysis in accordance with 24 CFR Part 903Subpart A. This evaluation compares the average annual unadjusted household income of each individual development to the average annual unadjusted income of all LMHA households. In determining average income for each development, LMHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

LMHA will determine whether each of its developments falls above, below or within the Established Income Range (EIR) [as defined in 24 CFR 903.2(c)(1)(iii)]. The EIR is from 85% to 115% (inclusive) of the overall LMHA-wide average family income.

If a PHA property has an average family income outside the high or low ranges of the Established Income Range (EIR), LMHA may provide an explanation to justify the income profile for these developments [refer to 24 CFR 903.2(c)(1)(iv)]. If the income profile is not justified, the LMHA shall include in its policies its procedures to provide for deconcentration of poverty and income mixing. LMHA's deconcentration policy is to undertake, in conjunction with other efforts, attempts to increase self sufficiency of current residents to raise their incomes rather than adjusting admissions policies or criteria.

LMHA may also target investment and capital improvements toward developments with an average income below the Established Income Range to encourage applicant families whose income is above the Established Income Range to accept units in those developments.

For properties with average incomes below EIR, LMHA has chosen a strategy of working with current households to raise their incomes rather than adjusting admissions policies or criteria. LMHA will target the properties with high percentages of zero-income households and which have an average household income below 85% of the PHA average.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX IX

EIV POLICY

Revised July 2017

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICY

EIV POLICY

Revised July 2017

LMHA will use the Enterprise Income Verification (EIV) provided by HUD to determine if residents/participants are disclosing all household income.

LMHA will advise applicants, Section 8 participants, and Public Housing residents of the PHA's ability to compare the income they are disclosing to the income reported through State Wage Income Collection Agencies, Social Security benefits, and Unemployment benefits.

Upon receipt of an application, the Admissions personnel (PHA & HCV) shall check the SSN of all adult members on the application under the Existing Tenant Search to ensure applicants are not currently a lease holder or a member of a household residing in a subsidized unit.

The Admissions personnel shall run the Existing Tenant Search again immediately prior to being offered housing/rental assistance to ensure the applicant did not lease elsewhere while on the waiting list. If the result is positive, the Admissions personnel will follow up with the respective housing provider to confirm program participation prior to the applicant being admitted to housing.

Admissions personnel shall also run the Search for Former Tenant report for adult applicants. Regardless of the results, personnel shall print the screen showing the last four (4) digits of the SSN and place it in the applicant file. This information will be used in assessing the applicant's eligibility for housing.

LMHA will review the EIV system one hundred twenty (120) days after admission of an applicant to assisted housing to determine if the applicant disclosed all income at the time of admission to assisted housing.

Type of file documentation required to demonstrate PHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information.

For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:

- i. Review the EIV Income Report to confirm/validate family reported income within one hundred twenty (120) days of the PIC submission date; and
- ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
- iii. Resolve any income discrepancy with the family within sixty (60) days of the EIV Income Report date.

For each historical adjustment (form HUD – 50058 action type 14), the PHA is required to do the following:

- i. Review the EIV Income Report to confirm/validate family-reported income within one hundred twenty (120) days of the PIC submission date; and
- ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
- iii. Resolve any income discrepancy with the family within sixty (60) days of the EIV Income Report date.

For each interim reexamination (form HUD – 50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:

- i. ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV report, however, only the ICN page is required.)
- ii. EIV Income Report when there is an income discrepancy noted on the household's Income Discrepancy Report or Income Discrepancy Report.

For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:

- i. No Dispute of EIV Information: EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional and third party verification forms(s).
- ii. Disputed EIV Information: EIV Income report, current acceptable tenant-provided documentation, and/or traditional third party verification form(s) for disputed information.
- iii. Tenant-reported income not verifiable through EIV system: Current tenant-provided documents, and if necessary (as determined by the PHA), traditional third party verification form(s).

When the income information supplied by EIV reveals an employer or other income source that the resident/participant did not disclose or a substantial difference in what was reported, LMHA will:

- a. Discuss the income discrepancy with the tenant; and
- b. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
- c. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
- d. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively; and
- e. Take appropriate action as directed by HUD or the PHA's administrative policies.

Resident/participants who fail to disclose all income are required to reimburse the PHA if they were charged less than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is

commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at the execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing Lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example if the PHA determines that the family has not reported income for a period of five (5) years and only has documentation for the last three (3) years, the PHA is only able to determine retroactive rent for the three (3) years for which documentation is available.

PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures. Factors used to determine the appropriate action to be taken will be the length of time the income was unreported, the amount of money the resident/participant must repay, the number of times the resident/participant completed the Personal Declaration form and failed to disclose the income, and the number of times the resident/participant met with an LMHA employee and failed to disclose the income.

At the discretion of the Project Manager, a repayment plan may be offered to the tenant for the retroactive rent amount. Should the Project Manager determine that deliberate and willful misrepresentation has occurred, the Project Manager may proceed with a lease termination rather than offer the repayment agreement.

Tenants can repay amounts due for retroactive rent:

- 1. In a lump sum payment; or***
- 2. By entering into a repayment agreement with LMHA; or***
- 3. A combination of 1 and 2, above.***

For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining \$700.

Tenants who do not agree to repay amounts due in accordance with the above will be in noncompliance with their lease agreement and may be subject to termination of tenancy.

The monthly retroactive rent payment plus the tenant's Total Tenant Payment (TTP) at the time the repayment agreement is executed should be affordable and not exceed 40% of the family's monthly adjusted income, unless the tenant and LMHA agree to a higher amount. However, the LMHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures. The threshold for a tenant with no income (and no utility reimbursement payment (URP) check) will be the lesser of \$20.00, or 40% of the minimum rent amount in place at the time the repayment agreement is signed. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

If a tenant has agreed to the terms of a repayment agreement for retroactive rent, and if the tenant subsequently incurs an additional charge for retroactive rent which LMHA deems was not due to deliberate or willful misrepresentation by the tenant, then LMHA may offer the tenant another repayment agreement for retroactive rent which may be combined with the first agreement.

If, however, LMHA deems that the charge for retroactive rent was due to deliberate or willful misrepresentation by the tenant, then LMHA shall not offer another repayment agreement and shall instead proceed with lease termination.

LMHA will not offer repayment agreements for current or overdue rent.

The above repayment policy for unreported income is not applicable to repayment agreements for maintenance and/or other non-retroactive rent charges. If a tenant is in compliance with the terms of a retroactive rent repayment agreement and incurs charges not related to retroactive rent for which the tenant requests a repayment agreement, then LMHA may agree to offer the tenant a second repayment agreement for the new charges. Repayment Agreements for charges other than retroactive rent are not subject to the 40% threshold.

For amounts in excess of two thousand, five hundred dollars (\$2500.00), the Director will review the circumstances surrounding the overpayment with the Project Manager to determine a course of action.

In instances where the non-disclosure of income results in overpayments that exceed five thousand dollars (\$5000.00), the resident/participant's case will be referred to LMHA Legal Counsel for appropriate action. Any amounts exceeding two thousand, five hundred dollars (\$2500.00) will also be reported to the Credit Bureau.

HUD defines a substantial difference as one that is two hundred dollars (\$200.00) or more per month. LMHA's interim policy does not require an interim rent change be processed unless the gross monthly income increases by more than ***the established minimum threshold*** per month unless

it is an additional source of income, e.g., a resident/participant reporting zero income begins to receive income in the household (regardless of amount). The *established minimum* threshold for interim rent changes is applicable to LMHA's Public Housing Program only.

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are required to monitor the following EIV reports on a monthly basis:

- Deceased Tenants Report
- Identity Verification Report
- Immigration Report

In order to ensure PHAs are aware of potential subsidy payment errors, PHAs are required to monitor the following EIV reports as follows:

- Identify Verification (monthly)
- Failed Pre-Screening
- Failed Verification
- Deceased Tenant's (at least quarterly)

Income Discrepancy Report (at least quarterly)

- Multiple Subsidy Report (at least quarterly)

- New Hires Report (if your agency has an interim increase policy) (at least quarterly)

All LMHA Staff working with the EIV System are required to complete Annual Security Awareness training and EIV system training (initial (complete system training) and update (interim system changes) training) when offered by HUD Headquarters (HHQ). This training requirement also applies to those individuals who will not access EIV, but will view or handle printed and/or electronic EIV data. Individuals who will view and/or handle printed EIV information are required to complete only annual Security Awareness training (EIV system training is optional for these individuals). EIV training provided by third parties (other than HUD Headquarters) does not fulfill the mandatory EIV training requirement.

LMHA employees will be advised that the Federal Privacy Act (5 USC 552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

Penalties for willful disclosure or inspection of EIV data:

1. Unauthorized disclosure – felony conviction and fine up to \$5,000 or imprisonment up to five (5) years, as well as civil damages.
2. Unauthorized inspection – misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages.

LMHA staff shall properly dispose of the EIV data as soon as it has met the audit requirements of the Housing Authority and the U.S. Department of Housing and Urban Development. All information contained in a resident/participant's file will be in a secure area.

The proper disposal of EIV originals and any documents created is shredding. The LMHA employee shall maintain a register of any EIV documents shredded.

LMHA will keep tenant files in a secure area. Access to the secure area will be limited to LMHA Staff or visitors escorted by LMHA Staff. Restricted areas will be marked clearly with appropriate signs.

LMHA will restrict access to EIV data only to those employees whose duties and responsibilities require access in order to determine the appropriate level of rental assistance.

LMHA Staff using the EIV system must sign a User Agreement.

LMHA provides applicants and tenants of PIH rental assistance with the "*What You Should Know About EIV Guide*" to educate families about EIV and inform them of how it affects their family.

LMHA will conduct a quarterly review of all User ID's issued to determine if the Users still have a valid need to access the EIV data.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX X

**COMMUNITY SERVICE
ADMINISTRATION POLICY**

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

COMMUNITY SERVICE ADMINISTRATION POLICY

Revised July 2017

The Quality Housing and Work Responsibility Act of 1998 (960.603) requires that each adult resident of public housing must:

- a. Contribute eight (8) hours per month of community service (not including political activities); or
- b. participate in an economic self-sufficiency program for eight (8) hours per month; or
- c. perform eight (8) hours per month of combined activities as described in (a) and (b) of this section.

These hours may be completed at eight (8) hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long ninety-six (96) hours is completed by each annual certification.

ELIGIBILITY FOR THE COMMUNITY SERVICE PROGRAM

To comply with the LMHA lease (Page 13, Section A. item 12) all non-exempt residents eighteen (18) years and older will be required to perform eight (8) hours monthly of volunteer work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- Sixty-two (62) years of age or older
- A person with a vision impairment or a person with disabilities (as defined under 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c) and who is unable to comply with this section; or the primary caretakers of such individuals.
- Meeting the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C.601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.
- Is a member of a family receiving assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has been found by the State or other administering entity to be in non-compliance with such program. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state.

- Engaged in work activities as defined under section 407 (d) of the Social Security Act (42 U.S.C. 607 (d)), specified below:
 - a. unsubsidized employment;
 - b. subsidized private-sector employment;
 - c. subsidized public-sector employment;
 - d. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. on-the-job training
 - f. job-search and job-readiness assistance;
 - g. community service programs;
 - h. vocational educational training (not to exceed twelve (12) months with respect to any individual);
 - i. job-skills training directly related to employment;
 - j. educations directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 - k. satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 - l. the provision of childcare services to an individual who is participating in a community service program.

Lorain Metropolitan Housing Authority has also determined to include those residents who are considered to be exempt as an adult who is:

- Employed in a position which has scheduled lay-off periods annually due to the nature of the employment and/or seasonal calendar (e.g., lawn care, construction, teacher's aide, etc.)

Self-Sufficiency: Eligible self-sufficiency activities include, but are not limited to:

- A. Job readiness or job training;***
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor) or other training providers;***
- C. Higher education (junior college or college);***
- D. GED classes;***
- E. Apprenticeships (formal or informal);***
- F. Substance abuse or mental health counseling;***
- G. Reading, financial and/or computer literacy classes;***
- H. English as a second language and/or English proficiency classes;***
- I. Budgeting and credit counseling; and,***
- J. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).***

Community Services: Eligible community service activities include, but are not limited to, work at:

- A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);*
- B. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;*
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;*
- D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;*
- E. PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and,*
- F. Care for the children of other residents so parents may volunteer.*
- G. LMHA accepts community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.*

Public Housing Agencies (PHAs) are encouraged to consider thirty (30) hours per week as the minimum number of hours for a work activity exemption as described in Section 407(d) of the Social Security Act (due to the lack of full-time jobs available within Lorain County, LMHA policy utilizes a minimum of ten (10) hours per week of gainful employment at the current State of Ohio minimum wage of or the equivalent [i.e. waitress hourly rate plus tips] for exemption), and implementation regulations 45 CFR Section 261.31 (a)(1). PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families, (TANF) agency, as appropriate.

COMMUNITY SERVICE PROGRAM ASSIGNMENT

At leasing and at annual review each household will be reviewed. At that time an assessment will be made to establish the eligibility of the adult members for the Community Service Program. The PHA will notify the tenant(s) through U.S. Mail of their status in the Community Service Program. Each resident will be given an opportunity to provide documentation that establishes their compliance or exemption to this HUD mandated program.

If the resident is not participating in voluntary work duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility, the Manager will refer the tenant to LMHA Resident Services so that they can counsel and assist in providing community service locations so the required service can be

performed and documented. Resident Services will in turn verify to the Manager that the tenant has been counseled and provided locations where they may perform their community service. The tenant will be responsible to comply with the rules and regulations set forth by that agency in order to establish and fulfill their service requirement. The Agency will verify to the PHA on a monthly basis the attendance of the participant, the number of hours completed and other pertinent data as deemed necessary by the PHA. The PHA may permit self certification in some instances, but must be able to verify. (24 CFR 960.607)

RESULTS OF NON-COMPLIANCE TO COMMUNITY SERVICE PROGRAM

Because the Department of Housing and Urban Development has authorized the Community Service Program is mandatory, each adult member who is not exempt from the Community Service requirement, must provide verification of the compliance to this regulation. The PHA will conduct a determination no less than thirty (30) days prior to the end of the lease period to ascertain whether the tenant or family member has fully complied with the total number of hours required by the Community Service Program. If the tenant or family member has not complied, the PHA must not renew the tenant's lease unless the PHA enters into an agreement with the tenant before the expiration of the lease period. The tenant is then permitted to achieve compliance with the delinquent hours by participating in an economic self-sufficiency program or by contributing community service for the additional hours needed to comply in the aggregate over the following twelve (12) month lease term.

LMHA will not consider forgiveness or exemption at a later date for any community service hours included in a Community Service Compliance Agreement signed by a resident.

If the tenant does not comply with this requirement, the PHA will notify the tenant of their non-compliance. The PHA will issue a notice of non-renewal of lease to the tenant stating the specific grounds for termination and advise the tenant that they may request a grievance hearing on the PHA's determination of noncompliance in accordance with Part 966, subpart B and that the tenant may exercise any available judicial remedy to seek redress from the PHA's non-renewal of the lease because of such determination. The notice shall also inform the tenant of the right to examine the PHA's documents directly relevant to the non-renewal of lease.

The PHA will retain reasonable documentation of service requirement performance or exemption in participant files.

If an applicant for housing was previously evicted and/or moved out of LMHA public housing owing community service hours to LMHA as individual in housing or as individual as household member owing community service hours, they are considered ineligible for housing. To become eligible, the applicant must provide proof that all community service hours owed to LMHA upon move out have been fulfilled.

The PHA will comply with nondiscrimination listed in 24 CFR 5.105 (a).

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XI

VAWA POLICY

Lorain Metropolitan Housing Authority (LMHA) Violence Against Women Act (VAWA) Policy

Revised July 2017

I. Applicability

The applicability of this paragraph addresses the protections for victims of domestic violence, dating violence, stalking, or sexual assault residing in public and Section 8 housing, as provided in the 1937 Act, as amended by the Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S.C. 1437d).

This applies to the public housing admission and occupancy requirements under 24 CFR part 960, the Housing Choice Voucher program under 24 CFR part, 982, the project-based voucher and certificate programs under 24 CFR part 983, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, and 891.

II. This Policy has the following principal goals and objectives:

- A.** Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B.** Providing and maintaining housing opportunities for victims of domestic violence, dating violence, stalking, or sexual assault
- C.** Creating and/or maintaining collaborative arrangements between LMHA, law enforcement authorities, victim service providers and others to promote the well-being of victims of actual and threatened domestic violence, dating violence stalking, or sexual assault who are assisted by LMHA; and
- D.** Taking appropriate action in response to a reported incident or incidents of domestic violence, dating violence, stalking, or sexual assault affecting individuals assisted by LMHA.

III. Definitions

Definitions used in the VAWA act include but are not limited to:

- A. Bifurcate** means, with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that a certain tenant can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact Housing Authorities should consider lease bifurcation when a tenant engages in criminal activity directly relating to domestic violence, dating violence, stalking, or sexual assault against an affiliated individual or other individual.
- B. Dating Violence** means violence committed by a person:
 - (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

C. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

D. Affiliated Family Member – means, with respect to a person –
(1) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
(2) Any other person living in the household or lawful occupant living in the household of the individual.

E. Stalking – means
(1) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
(ii) To place under surveillance with the intent to kill, injure, harass or intimidate another person; and
(2) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly commit acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or cause substantial emotional harm to -
(i) That person;
(ii) A member of the immediate family of that person; or
(iii) The spouse or intimate partner of that person;

F. Sexual Assault – Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent.

G. Perpetrator - means a person who commits an act of domestic violence, dating violence, stalking, or sexual assault against a victim.

H. VAWA – means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S.C. 1437f).

Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence, stalking, or sexual assault as well as female victims of such violence.

IV. VAWA protections.

A. Notice of VAWA protections.

- (1) PHAs must provide notice to public housing and Section 8 tenants of their rights under VAWA, including the right to confidentiality and the exceptions; and
- (2) PHAs must provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and;
- (3) Owners and management agents of assisted housing administering an Office of Housing project-based Section 8 program must provide notice to Section 8 tenants of their rights and obligations under VAWA.
- (4) The HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, stalking, or sexual assault.

B. Applicants. Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, stalking, or sexual assault, if the applicant otherwise qualifies for assistance or admission.

C. Tenants.

- (1) Domestic violence, dating violence, stalking, or sexual assault
An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, stalking, or sexual assault as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.
- (2) Criminal activity related to domestic violence, dating violence, stalking, or sexual assault
Criminal activity directly related to domestic violence, dating violence, stalking, or sexual assault engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

D. Limitations of VAWA protections.

- (1) Nothing in this section limits the authority of the PHA, Owner, or management agent to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, stalking, or sexual assault provided that the PHA, Owner, or management agent does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;
- (2) Nothing in this section may be construed to limit the authority of a PHA, Owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, Owner, or management agent can demonstrate an actual and imminent threat to other

tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual imminent threat” if they meet the standards provided in paragraph (e) of this section.

(3) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section, should be utilized by a PHA, Owner, or management agent only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

Actual and imminent threat.

An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual an imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

V. Documenting the occurrence of domestic violence, dating violence, stalking, or sexual assault

(1) Request for documentation.

A PHA, Owner, or management agent presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, stalking, sexual assault, or criminal activity related to domestic violence, dating violence, stalking, or sexual assault may request that the individual making the claim document the abuse. The request for documentation must be in writing. The PHA, Owner, or management agent may require submission of documentation within fourteen (14) business days after the date that the individual received the request for documentation. The PHA, Owner, or management agent may extend this time period at its discretion.

(2) Forms of documentation. The documentation required under this section:

(1) May consist of a HUD-approved certification form (HUD form 50066) indicating that the individual is a victim of domestic violence, dating violence, stalking, or sexual assault and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification must include the name of the perpetrator, only if the name is known to the victim and safe to provide,, and may be based solely on the personal signed attestation of the victim

(2) May consist of a Federal, State, tribal, territorial, or local police report or court record; or

(3) May consist of documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, medical professional, administrative agency or mental health professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, sexual assault, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, stalking, or sexual assault has signed or attested to the documentation; and

(4) Shall be kept confidential by the PHA, Owner, or management agent. The PHA, owner, or management agent shall not:

(i) Enter the information contained in the documentation into any shared database;

(ii) Allow employees of the PHA, Owner, or management agent, or those within their employ (e.g., contractors) to have access to such information unless explicitly authorized by the PHA, owner, or management agent for reasons that specifically call for these employees or those within their employ to have access to this information; and

(iii) Disclose this information to any other entity or individual, except to the extent that disclosure is:

(A) Requested or consented to by the individual making the documentation, in writing;

(B) Required for use in an eviction proceeding, or

(C) Otherwise required by applicable law.

(3) Failure to provide documentation.

In order to deny relief for protection under VAWA, a PHA, owner, or management agent must provide the individual with a written request for documentation of the abuse. If the individual fails to provide the documentation within fourteen (14) business days from the date of receipt of the PHAs, Owner's, or management agent's written request, or such longer time as the PHA, Owner, or management agent at their discretion may allow, VAWA protections do not limit the authority of the PHA, Owner, or management agent to evict or terminate assistance of the tenant or a family member for violations of the lease or family obligations that otherwise would constitute good cause to evict or grounds for termination. The fourteen (14)-business day window for submission of documentation does not begin until the individual receives the written request. The PHA, owner, or management agency has discretionary authority to extend the statutory fourteen (14)-day period.

(4) Discretion to provide relief.

At its discretion, a PHA, Owner, or management agent may provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. A PHA's, Owner's, or management agent's compliance with this section, whether based solely on the individual's verbal statements or other corroborating evidence, shall not alone be sufficient to constitute evidence of an unreasonable act or omission by a PHA, PHA employee, owner,

or employee or agent of the owner. Nothing in this subparagraph shall be construed to limit liability for failure to comply with these requirements.

(5) Response to conflicting certification.

In cases where the PHA, Owner, or management agent receives conflicting certification documents from two (2) or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, a PHA, Owner, or management agent may determine which is the true victim by requiring third-party documentation as described in this section and in accordance with any HUD guidance as to how such determinations will be made. A PHA, Owner, or management agent shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

VI. Remedies available to victims of domestic violence, dating violence, stalking, or sexual assault in HUD-assisted housing.

A. Lease bifurcation.

Notwithstanding any Federal, State, or local law to the contrary, a PHA, Owner, or management agent should consider bifurcation of a lease, or removal of a tenant or household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal activity directly relating to domestic violence, dating violence, stalking or sexual assault against family members or other, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be in effect in accordance with the procedures prescribed by Federal, State, or local law for termination of assistance or leases under the relevant public housing, Section 8 Housing Choice Voucher, and Section 8 project-based programs. (July 2014)

B. Court orders.

Nothing in this subpart may be construed to limit the authority of a PHA, Owner, or management agent, when notified, to honor court orders addressing the rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among household members in a case where a family breaks up.

VII. Effect on other laws.

Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking, or sexual assault.

VIII. Other LMHA Policies and Procedures

This Policy shall be referenced in and attached to LMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LMHA's Admissions and Continued Occupancy Policy and LMHA's Section 8 Administrative Plan. LMHA's annual public housing agency plan shall also contain information concerning LMHA's activities, services or programs relating to domestic violence, dating violence, stalking, or sexual assault, if any.

IX. Transfer to New Residence

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, stalking, or sexual assault LMHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve a transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual. The request to transfer must be accompanied by documentation/certification of the incident as set forth in this policy.

Refer to the Emergency VAWA Transfer Plan in the LMHA Transfer Policy for situations involving emergency situations.

X. Move with continued tenant-based assistance

A. When the family may move.

A family may move to a new unit if:

The family or a member of the family is or has been the victim of domestic violence, dating violence, stalking, or sexual assault as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, stalking, or sexual assault and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

XI. Relationships with Service Providers

It is the policy of LMHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. At their discretions, if LMHA staff becomes aware that an individual assisted by LMHA is a victim of domestic violence, dating violence, stalking, or sexual assault LMHA may make the victim aware of such providers of shelter or services as appropriate. This policy does not create a legal obligation requiring LMHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. LMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LMHA has referral or other cooperative relationships and/or agreements.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XII

APPLICANT SCREENING PROCESS

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPLICANT SCREENING PROCESS

Revised July 2017

After verification of all pertinent data required determining eligibility, applicants shall be notified of their eligibility/ineligibility. The basis for ineligibility determination may include, but is not limited to:

- (1) Over-income. The applicant's family income exceeds the HUD published income limits for Lorain County.
- (2) Misrepresentation. The applicant has committed fraud in connection with any federally assisted housing program, or has provided false information about their criminal history.
- (3) Financial Obligation. The applicant has failed to meet financial obligations, especially rent; and/or currently owes rent or other amounts to LMHA in connection with a previous tenancy or Section 8 participation. The applicant is unable to secure utility service (gas and/or electric). Solely at LMHA's discretion, an individual may be placed on the waiting list and lease a unit owing money to LMHA if LMHA determines the applicant merits another change in LMHA housing. An applicant owing money to LMHA must provide documentation to the Housing Authority which the PHA shall use to determine if the applicant merits housing prior to payment in full of the balance owing LMHA. The applicant shall be required to sign a repayment agreement indicating the payment schedule for the balance due LMHA. Failure to comply with the agreement shall result in removal from the waiting list or termination of the lease if the applicant has been housed.
- (4) A history of disturbing neighbors.
- (5) Incidents of property destruction.
- (6) Living or housekeeping habits which could adversely affect the health, safety or welfare of other tenants.
- (7) A history or pattern of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- (8) Current or recent release from incarceration/parole/probation; or a community control program or any other court supervised intervention program which requires reporting to the court or agency.
- (9) An eviction from federally assisted housing or termination from the Housing Choice Voucher Program within three (3) years because of drug-related criminal activity of any household member. However, the household may be admitted if LMHA determines that the evicted household member who engaged in drug-related criminal activity has successfully

completed a supervised drug rehabilitation program approved by LMHA, or the circumstances leading to eviction no longer exist.

- (10) LMHA determines an applicant is illegally using a controlled substance.
- (11) LMHA has reasonable cause to believe an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- (12) The inability to abide by a lease, or being unable to legally enter into a lease.
- (13) Registration as a sexual offender. Persons subject to a lifetime sex offender registration under a State sex offender registration program are permanently prohibited from admission to housing.
- (14) Was previously evicted and/or moved out of LMHA public housing owing community service hours to LMHA as individual in housing or as individual as household member owing community service hours. To become eligible, the applicant must provide proof that all community service hours owed to LMHA upon move out have been fulfilled.
- (15) Persons convicted of the manufacture or production of methamphetamine in assisted housing are permanently prohibited from admission to housing.
- (16) Persons who are barred from LMHA property or properties.
- (17) Family member is determined to be fleeing confinement for a felony.

LMHA retains the right, when extenuating circumstances exist, as determined solely by LMHA, to permit the admission of a family when one of the above ineligibility exists.

LMHA will not deny admission to public housing to any person because that person has been a victim of domestic violence, dating violence, stalking, or sexual assault provided that such person is otherwise qualified for such admissions.

LMHA will prohibit admission of a household to the housing program if LMHA determines that any household member is currently engaged in, or has engaged in, prohibited criminal activity during a reasonable time, referred to as a look-back period.

LMHA will complete a criminal history background check on all adult applicants. Criminal background checks must be performed in the state in which the housing is located and for states where the applicant and members of the applicant's household may have resided. As such, applicants for admission into the applicable HUD-assisted housing programs must provide a complete list of all states in which any household member has resided. Failure to accurately respond to any question during the application process is cause to deny the family admission.³

LMHA shall examine the records to determine if any household members have been involved in crimes of physical violence to persons or property or other criminal acts, drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff, or could cause damage to the unit or development. If the records demonstrate that an applicant has engaged

in prohibited criminal activity during the look-back period, then LMHA shall propose denying the applicant housing.

The look-back period for felonies and misdemeanors which may reasonably impact community safety, such as domestic violence or concealed weapons offenses, is THREE (3) years. The look-back period for misdemeanors which may not reasonably impact community safety is ONE (1) year. The look-back periods apply from the date of conviction, release from detention/ incarceration, or completion of probation/parole, whichever is more recent, to the date of screening. Applicants with pending cases or outstanding arrest warrants may be proposed for denial of housing depending upon the nature or seriousness of the case. LMHA will afford the applicant the opportunity to participate in a hearing to discuss the case. LMHA may determine to defer a decision pending adjudication of the case.

LMHA must ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. Specifically, before LMHA denies admission to, terminates the assistance of, or evicts an individual or household on the basis of criminal activity by a household member or guest, LMHA must determine that the relevant individual engaged in such activity.¹

An arrest of an applicant for a disqualifying offense shall not, in and of itself, be a conclusive determination that the applicant engaged in disqualifying criminal activity but may be considered as a factor in the consideration of the totality of the facts and circumstances of any given incident. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, LMHA may obtain the police report(s) associated with the arrest and consider the reported circumstances of the arrest. LMHA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.²

LMHA shall consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the applicant/leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity. Additionally, when specifically considering whether to deny admission or terminate assistance or tenancy for illegal drug use by a household member who is no longer engaged in such activity, LMHA may consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.¹

LMHA may not base a determination that an applicant or household engaged in criminal activity warranting denial of admission, termination of assistance, or eviction on a record of arrest(s).¹

LMHA may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and LMHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.¹

Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred. Official record of a person's conviction in a court of law is the best evidence of the person's involvement in disqualifying criminal activity.²

Only in limited and specific cases of criminal activity do HUD statutes and regulations require denial of admission or termination of assistance (and in only two cases—where someone has been convicted of producing methamphetamine in federally-assisted housing or must register as a lifetime sex offender—is someone permanently barred). In all other cases, LMHA has discretion to consider any mitigating circumstances in making admission and eviction decisions.²

Federal law requires that LMHA must provide public housing, project-based Section 8, and HCVP applicants with notification and the opportunity to dispute the accuracy and relevance of a criminal record before admission or assistance is denied on the basis of such record. Public housing, HCVP, and project-based Section 8 applicants also must be afforded the right to request an informal hearing or review after an application for housing assistance is denied.¹

When LMHA makes the decision to propose rejection of an applicant on the basis of a criminal record, LMHA must provide the applicant with a written notice stating the reason for the proposed rejection, provide the household member whose criminal history is in question a copy of the criminal record, advise of the applicant's right to respond to LMHA in writing or to request a meeting within fourteen (14) business days to dispute the proposed rejection, and advise that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.² If the applicant fails to request a hearing within fourteen (14) business days, then the file will be inactivated.

LMHA must offer the family the opportunity to remove the ineligible family member from the household in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.³

During the admissions process, the LMHA may learn that a household member has an open warrant or a case is pending a hearing. While it may be advisable to wait until the arrest disposition, especially if the disposition is imminent, LMHA has the discretion to use the available evidence to make an eligibility determination according to the standards in this policy.²

Mitigating circumstances may cause an otherwise rejected application to be accepted under certain circumstances. Mitigating circumstances are facts relating to the applicant's negative behavior, that, when verified, indicate that the reasons for the unsuitable behavior no longer exist or are under control, and that the applicant's prospect for lease compliance is an acceptable one, justifying

admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

In all instances where unfavorable information would cause an applicant family to fail to meet the screening criteria set forth above, best efforts will be made to obtain mitigating information from all available sources. Sources of information may include, but are not limited to, the applicant (by means of interview), social workers, parole officers, employers, educators, public officials, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances and as allowable by law.

If, during the meeting with the Hearing Officer, the applicant asserts that there are mitigating circumstances which LMHA should consider before rendering a final decision, then the applicant shall be afforded ten (10) business days to provide such evidence.

LMHA shall consider the time, nature and extent of the applicant's conduct (including any reasonable explanation therefore) and the factors that might indicate a reasonable probability of favorable future conduct.

Mitigating factors to be considered include but are not limited to the following:

- Evidence of successful treatment, i.e., completion of rehabilitation or verification of current rehabilitation to mitigate history of one or more family members with drug or alcohol abuse;
- Evidence of applicant's family's participation in social service or appropriate counseling service;
- Evidence of successful and sustained modification of previously disqualifying behavior;
- Offending individual no longer part of the household;
- Letter of support from a judge or court administration suggesting that the offending individual will not be placing the health and or safety of other residents at risk.

A decision by the hearing officer in favor of LMHA, i.e., supporting that the applicant be denied housing, shall not constitute a waiver of, nor effect in any way, the rights of the applicant to a trial or judicial review in any judicial proceedings which may thereafter be brought in the matter.

Within five (5) business days of the hearing, LMHA must advise the applicant in writing of the final decision on eligibility.

An applicant's status may be changed when additional information is discovered or received prior to the applicant leasing the unit which may be cause to determine the applicant ineligible. Once all additional relevant information is received, the applicant will be returned to the waiting list or removed from the waiting list due to ineligibility.

¹Source: Notice PIH 2015-19

²Source: FAQs for Notice PIH 2015-19 / H 2015-10

³Source: Notice PIH 2012-28 / H 2012-11

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XIII

**POLICY REGARDING TERMINATION
OF LEASE AND EVICTION**

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANY POLICY
POLICY REGARDING TERMINATION OF LEASE & EVICTION
Revised July 2017

- A. The LMHA shall not terminate or refuse to renew the Lease other than for serious or repeated violation(s) of material terms of the Lease, such as:
1. Obligations of the Tenant identified in Paragraphs 4 and 7 of the Lease.
 2. Non-payment of rent or other charges due under the Lease including without limitation (utilities, maintenance, air conditioner surcharges, excessive water surcharges, late fees).
 3. Repeated late payment of rent.
 4. Serious or repeated interferences with the rights of other residents of the Development.
 5. Serious or repeated damage to the Unit or the Development.
 6. Alteration, repair, sale, destruction or other disposition of the leased unit or any part thereof.
 7. Failure to report a change of income, employment, identity of Household Members, or failure to provide any other information required by this Lease.
 8. Keeping an animal in or around the Unit in violation of Page 10; Paragraph N.
 9. Refusing to move to the appropriate size unit when a change in the Tenant's household composition renders the current unit over or under-occupied.
 10.
 - a. Any criminal activity engaged in by the tenant, any household member, guest, or another person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - b. Any drug related criminal activity engaged in, on or off the premises by the tenant, any household member, or guest; or
 - c. Any drug-related criminal activity engaged in, on the premises by another person under the tenant's control; or
 - d. Any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
 - e. Any member of the household engages in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents

or who furnishes false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers; except that

f. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of tenancy of the tenant if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault, or stalking and, as a result, could not control or prevent the criminal activity relating to domestic violence, dating violence, sexual assault or stalking; and except that nothing in this clause may be construed to limit the authority of LMHA to evict individuals who engage in criminal acts of physical or sexual violence against family members or others.

- 11.** Serious or repeated violation of any of the rules or regulations applicable to the Tenant's Unit or the Development as posted and in effect.
- 12.** Failure to comply with the HUD mandated requirement for resident performance of eight (8) hours monthly of community service or participation in an economic self-sufficiency program (unless otherwise exempt as defined in the Community Service Policy available at LMHA Offices).
- 13.** A breach of any prior lease between Tenant and LMHA that would constitute grounds for termination provided that such breach was unknown to LMHA as of the effective date of this lease.

B. The LMHA shall give written notice of termination of this Lease:

- 1.** *Fourteen (14) calendar days in the case of failure to pay rent.*
- 2.** *A reasonable time considering the seriousness of the situation (a minimum three (3) days and not to exceed thirty (30) days):*
 - a.** *If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or*
 - b.** *If any member of the household has engaged in any drug-related criminal activity or violent criminal activity;*
 - c.** *If any member of the household has been convicted of a felony.*
- 3.** *Thirty (30) Calendar days in any other case, except if a State or local law allows a shorter notice period, such shorter period shall apply.*

The notice of Lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine LMHA's documents directly relevant to the termination or eviction. When the LMHA is required to afford the Tenant the

opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the LMHA's grievance procedure.

A notice to vacate, which is required by State or local law, may be combined with and given concurrently with a notice of Lease termination.

A 3-Day Notice to Leave the Premises, (an Eviction Notice), shall be personally delivered to the tenant by the Manager or the LMHA Police Investigator or posted at their usual place of abode. This notice is also sent via USPS first class mail. This Notice may expire concurrently with the Notice of Termination of Lease.

A Notice of Termination of Lease and an Eviction notice shall expire only on a regular business day.

Upon expiration of the Eviction Notice, Management may send the appropriate documents to the LMHA attorney's office to file of an eviction hearing before the appropriate Local Municipal Court.

Prior to the actual eviction hearing before the local magistrate, LMHA, at its discretion, may decide to accept payment in full (including filing and reasonable attorney fee's) to dismiss the eviction.

Once the magistrate has rendered a decision in favor of LMHA, LMHA's practice is to not reverse the decision. ***LMHA may charge the tenant filing fees once the eviction is granted by the court.***

If, during an eviction court hearing, an agreement is made between LMHA and the tenant to offer the tenant an opportunity to pay by a particular date, and if payment is not made by the agreed upon deadline, then LMHA will not extend the deadline and will execute the eviction.

- C. When the LMHA is required to afford the Tenant the opportunity for hearing under the LMHA's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- D. When the LMHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination, and the LMHA has decided to exclude such grievance from the grievance procedure, the notice of Lease termination shall;
 - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
 - 2. Specify that the judicial eviction procedure to be used by the LMHA provides the Tenant with an opportunity for a hearing in court and the basic elements of due process as defined in HUD regulations.

3. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in 24 C.F.R. §§ 966.51(a)(2)(i)(A) & (B).

- E.** The LMHA may evict the Tenant from the Unit only by bringing a court action.
- F.** In deciding to evict for criminal activity, the LMHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by Household Members, and the effects that the eviction would have on the Household Members not involved in the proscribed activity. LMHA may evict a tenant by judicial action for criminal activity if it determines that a covered person has engaged in criminal activity, regardless of whether the covered person has been convicted for such activity and without satisfying the standard of proof used for a criminal conviction. In appropriate cases, the LMHA may impose a condition that Household Members who engaged in the proscribed activity will not reside in the Unit. The LMHA may require a Household Member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the Unit.
- G.** Notice to Post Office: When the LMHA evicts an individual or family from a dwelling Unit for engaging in criminal activity, including a drug-related criminal activity, the LMHA shall notify the local Post Office serving that dwelling Unit that such individual or family is no longer residing in the dwelling Unit. (This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Unit, and such persons will not return to the Development for pickup of the mail.)
- H.** The LMHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an LMHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of LMHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice or Lease termination shall inform the Tenant of the: Tenant's right to examine LMHA's documents, records and regulations concerning such termination of tenancy or eviction. If LMHA does not make documents available for examination upon request by the Tenant in accordance with this paragraph, LMHA may not proceed with the eviction.

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XIV

TRANSFER POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

LMHA TRANSFER POLICY

Revised July 2017

Lorain Metropolitan Housing Authority (LMHA) will maintain a centralized transfer list to ensure that transfers are processed consistently and in the appropriate order. No transfers will take place in the months of May or June, other than for Reasonable Accommodations, emergencies, or if deemed to be in the best interest of the Housing Authority.

No transfers will be granted during the first two (2) years of the lease/housing other than for emergencies, Reasonable Accommodations, or for Emergency VAWA Transfers.

Except in the cases of Reasonable Accommodations or Emergency VAWA Transfers, residents will receive one (1) offer of a transfer. Refusal of a transfer unit offer without good cause may result in removal from the transfer waiting list. In the case of mandatory transfers, refusal without good cause may result in lease termination.

LMHA shall bear the costs of Reasonable Accommodations transfers and for transfers initiated by LMHA. Residents shall be responsible for the costs of occupancy-related transfers and resident-initiated transfers.

The Grievance Procedure is applicable to involuntary transfers.

Transfers shall be prioritized as follows:

1. Emergency Transfers

Emergency transfers are mandatory when LMHA determines that conditions pose an immediate threat to resident life, health, or safety. Emergency transfers may be made for reasons such as, but not limited to, permitting repair of hazardous unit defects, alleviating verified disability problems of a life threatening nature, protecting household members from threat of physical harm or criminal activity, or Emergency VAWA Transfers.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Refer to the Emergency VAWA Transfer Plan for complete details.

Emergency transfers shall take priority over new admissions and all other transfers. If, however, the only suitable unit available is an accessible unit designated to fulfill a request for a reasonable accommodation, then the reasonable accommodation shall have precedence.

2. Reasonable Accommodation Transfers

The LMHA Reasonable Accommodations Review Committee may approve a transfer as a reasonable accommodation for a person with a disability, provided that there is a nexus between the disability and the accommodation as verified in accordance with LMHA's Reasonable Accommodations Manual.

Reasonable Accommodation transfers shall take priority over new admissions.

3. Violence Against Women Act (VAWA) Transfers

Transfers for the victims of domestic violence (VAWA) shall take priority over new admissions.

4. Under-housed Families

The Project Manager may approve/require a transfer to correct over-occupancy of a PHA unit. Transfers granted to remedy over-occupancy shall be within the same development. To minimize vacancies/transfers, new born infants [up to the age of two (2)] may share a bedroom with the parent before a transfer is required by the PHA.

These transfers shall take priority over new admissions and will be processed at no more than one (1) transfer, per bedroom size, per development, per month.

5. Over-housed Families

The Project Manager may approve/require a transfer to correct under-occupancy of a PHA unit. Transfers granted to remedy under-occupancy shall be within the same development.

These transfers *will not* take priority over new admissions and will be processed at no more than one (1) transfer, per bedroom size, per development, per month.

LMHA may elect, at its discretion, to not transfer over-housed families in order to prevent vacancies.

6. Resident-Requested Transfers

The Executive Director may approve a transfer to accommodate the employment or educational activities of a household. The household shall demonstrate that the family member has been so

employed for a period of one hundred eighty (180) days prior to the request for transfer, or that they are enrolled in the educational institution.

These transfers *will not* take priority over new admissions and will be processed at no more than one (1) transfer, per bedroom size, per development, per month.

The Executive Director may require or approve a transfer within LMHA owned and/or managed properties, where in the opinion of the Executive Director, such transfer is reasonable or necessary to correct, remedy, or alleviate any condition or circumstance that, in opinion of the Executive Director, is adverse to the interest or purposes of LMHA and/or its operations.

LMHA reserves the right to require a transfer when a family is initially given an accessible unit, or the family's unit is rehabilitated to provide accessible features, but the family does not require or no longer requires the accessible features. When a unit with accessibility features becomes vacant, LMHA shall make its best effort to ensure that a family requiring these features is assigned to the unit. If there are no families requiring said features on the transfer waiting list, a new admission shall be offered the unit.

For Resident-Requested transfers, the following eligibility requirements apply (which do not apply to Reasonable Accommodations or Emergency VAWA transfers):

1. Residents must pass a house inspection prior to transferring.
2. If required to perform community service, the resident must be up to date in the required hours.
3. If applicable, residents must be up-to-date in rental payments and maintenance charges, must be able to transfer utility service, be in good standing based upon rental history and not have a documented history of disturbances. The resident must not be under termination of lease. This does not apply to reasonable accommodations requests or emergency VAWA transfers.

LMHA reserves the right to waive any of the eligibility requirements if deemed in the best interest of the Housing Authority.

“Good cause” is defined as:

1. Inaccessibility to source of employment, education, job training, children's day care, education program for children with disabilities, a change in school districts, or inaccessibility to resources that provide support to an individual's physical or mental health and well being. Additionally, a good cause exception would also be granted if acceptance of the unit offer would require a household member to quit a job, drop out of an educational institution, take a child out of daycare, remove a child from an educational program for children with disabilities or cause a child to change school districts.
2. The family demonstrates to LMHA's satisfaction that the acceptance of the unit offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and

compelling documentation such as restraining orders, other court orders or documents from a law enforcement agency or other local, state or, mental health agencies. Reasons must be specific to the family.

3. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide necessary to the care of the principal household member.

Refusals due to location alone do not qualify for the good cause exemption.

Reasonable Accommodations may also be considered as a good cause for rejecting a unit offer for transfer, but are reviewed for approval by the Reasonable Accommodations Review Committee.

LMHA will not grant a transfer request solely to accommodate neighbors who cannot get along.

EMERGENCY VAWA TRANSFER PLAN

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

June 2017

Lorain Metropolitan Housing Authority (LMHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ LMHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of Lorain Metropolitan Housing Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether LMHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan (OMB Approval No. 2577-0286) published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Lorain Metropolitan Housing Authority is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the LMHA's management office and submit a written request for a transfer. LMHA will provide reasonable accommodations to this

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under LMHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Lorain Metropolitan Housing Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LMHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. (See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about LMHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.)

Emergency Transfer Timing and Availability

Lorain Metropolitan Housing Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LMHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LMHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If LMHA has no safe and available units for which a tenant who needs an emergency is eligible, LMHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LMHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are listed at the end of this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance

in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

The following local organizations offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

El Centro de Servicios Sociales Inc.
2800 Pearl Avenue
Lorain, Ohio 44055
440.277.8235

Genesis House (Lorain County Safe Harbor)
PO Box 718
Lorain, OH 44052
24-hour Hotline: 440.244.1853; 440.323.3400

Pathways Counseling & Growth Center
312 Third Street
Elyria, OH 44035
440.323.5707

Lorain County Board of Mental Health
1173 North Ridge Road, East
Lorain, OH 44055
440.233.2020
24/7 Emergency/Crisis Hotline: 800.888.6161

Nord Center
6140 South Broadway
Lorain, OH 44053
24/7 Emergency/Crisis Hotline: 800.888.6161
Sexual Assault Services Hotline: 440.204.4359

Far West Center/Westlake
29133 Health Campus Drive
Westlake, OH 44145
440.835.6212

Far West Center/Amherst
554 N. Leavitt Road
Amherst, Ohio 44001
440.988.4900

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XV

PET POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY PET POLICY

When an LMHA resident applies to keep a household pet, the LMHA “Pet Policy” becomes an addendum to the resident’s LMHA lease. Any violation of the Pet Policy becomes a material violation of the lease and the resident may be subject to eviction proceedings. The LMHA resident will be supplied with a copy of the Pet Policy for the resident’s records and the resident’s signature on the LMHA Pet Application will acknowledge his/her awareness that the Pet Policy is an addendum to the lease and any material violation of the Pet Policy may result in eviction from LMHA housing.

The Department of Housing and Urban Development requires that common household pets be permitted in public housing units. The following policy sets forth reasonable procedures and requirements enabling select pets to reside in public housing units. This policy is applicable to common household “pets” and does not apply to approved assistance animals for disabled individuals. Assistance animals are subject to the Assistance Animal Lease Addendum. (July 2016)

STATE AND LOCAL LAWS AND ORDINANCES

Notwithstanding any provision set forth in these Rules to the contrary, the LMHA Resident shall first comply with all State Laws and Local Ordinances governing pet(s) within their respective jurisdiction.

APPLICATION FOR PET REGISTRATION

Prior to obtaining a pet, the resident must complete and submit to LMHA, the Application for Pet Registration (Attachment I).

The following documentation must accompany the Application for Pet Registration: Documentation from a Veterinarian regarding inoculation for rabies, parvo, distemper, heartworm and other inoculations as required by State Law or Local Ordinance.

The dog must be licensed by the State of Ohio annually with a copy of the current license provided to LMHA.

Two (2) pet sponsors (named on the LMHA Pet Application) must be designated by the resident. These individuals agree to remove the pet from the premises should the resident become incapable of caring for the pet.

PROHIBITED PET DEVELOPMENTS

LMHA will prohibit dogs and cats, with the exception of assistance animals, at the following LMHA owned properties (limited size aquariums, birds and caged rodents are permitted):

**Leavitt Homes
Westview Terrace
Wilkes Villa
Southside Gardens**

A resident residing in any of the above listed Developments who is found to have an unauthorized pet(s) will be considered in violation of their LMHA lease agreement and subject to lease termination if, after notification by LMHA, the pet is not removed within forty-eight (48) hours.

DEPOSITS/FEES

A pet deposit of three hundred (**\$300.00**) in **elderly/disabled** buildings and a pet deposit of four hundred dollars (**\$400.00**) in **family units** is required. Payment of this pet deposit may be handled in one (1) of the following options:

1. Payment in full
2. Fifty dollars (\$50.00) initial amount and twenty-five dollars (\$25.00) a month thereafter until payment is made in full

A default on the pet deposit shall be considered a material violation of the pet policy which is an addendum to the lease; therefore, an eviction action could result from failure to adhere to the pet deposit payment agreement.

Assistance animals are not subject to the required Pet Deposit or Annual Fee.

In addition to the pet deposit, an annual fee will be imposed by LMHA. The annual fee is non-refundable. The annual fee will be billed on the tenant's annual recertification month. The non-refundable annual fee will not be pro-rated in the event the tenant vacates prior to the annual recertification date.

Type of Pet	Annual Fee
Dog	\$50.00

Upon move-out, the unit will be inspected for pet caused damage. The pet deposit will be returned minus any charges for damage caused by the pet. If the pet no longer resides in the unit but the resident remains in the unit, the unit will be inspected for damage and the pet deposit returned minus any charges for damage caused by the pet. If the amount of damages caused by the pet exceeds the deposit, the resident is liable for the remainder.

After initial approval of the pet, the resident must provide updated pet shot records and verify current information on the pet sponsors at Annual Review.

All pet agreements signed by residents prior to the adoption/approval of this policy are not subject to the annual fee requirements.

DEFINITIONS

For the purpose of the LMHA Pet Policy, “common household pet” is defined as a domesticated animal traditionally kept in the home for pleasure. “Pet” is limited to cats, dogs, birds (parakeets, canaries, parrots, & cockatiels), caged rodents (hamsters, gerbils, & guinea pigs), turtles and fish.

Ferrets, iguanas, snakes, komodo dragons and other lizards, exotic birds, rabbits, rats, mice, farm animals, or wild animals are not permitted. ONE pet is permitted per household, with the exception of birds, hamsters, gerbils and guinea pigs where no more than **two of the aforementioned pets are permitted. An aquarium will not be counted as one “pet.”**

“Service or Assistance Animal” is defined as an animal trained to provide assistive services to an individual with a disability. If the animal does not have specific disability-related training but is necessary in coping with a disability, then the animal is a “companion animal” and not a “service animal”. LMHA will require verification that the applicant/resident is a qualified individual with a disability (24 CFR 8.3) and that the animal is necessary in assisting or coping with the disability.

PROHIBITED BREEDS/DANGEROUS ANIMALS

DANGEROUS ANIMALS: No animal that has been determined to be or may be defined as a “Dangerous Animal” or “Vicious Animal” pursuant to Section 955.11 of the Ohio Revised Code shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.

PET RULES

A. Pet Size Limitation

An adult dog at maturity may weigh no more than twenty (20) pounds and the height at the shoulder shall be no more than fifteen (15) inches. An adult cat may weigh no more than twenty (20) pounds. (July 2016)

Aquariums shall not exceed a twenty (20) gallon capacity and are limited to one (1) per unit.

B. Sanitation

Dogs are required to be “house-broken”.

Cats must be litter-box trained. Litter boxes must be maintained to the extent that odors are not emitting from the unit. Cardboard boxes are not permitted to be used as litter boxes. Kitty litter shall be bagged, secured properly, and disposed of into trash receptacles. The resident shall not permit refuse from litter boxes to accumulate, become odorous, unsightly, or unsanitary.

Dogs must be able to relieve themselves outside the leased unit. Management may designate a space or spaces to be used exclusively for the purpose of exercising pets. Pet owners shall be responsible for the immediate clean up of pet feces (dog or cat) after the exercise of their pet. Failure to clean up pet feces is determined to be a material violation of the pet policy, which is an addendum to the lease; therefore an eviction action may be initiated against a pet owner failing to clean up after their pet. Pet owners are responsible to ensure the unit is flea free. If LMHA determines fleas are present as a result of their pet, the resident shall bear the expense to have the unit sprayed for fleas by an accredited exterminator.

C. Noise

Disruptive animal noises shall not be tolerated. A pet shall not be permitted to disturb, interfere, or diminish the rights, comforts or peaceful enjoyment of other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities. Management will encourage any resident being disturbed by pets to contact the local police department to file a complaint in addition to submitting a written complaint to LMHA Management. Should the noise complaints continue, Management will request the pet be removed from the leased unit. Failure to remove the pet within 48 hours of LMHA notification may result in a termination of lease for failure to adhere to the LMHA Pet Policy.

D. Unattended Pets

A pet may not be left unattended for more than twelve (12) consecutive hours. If it is reported to LMHA staff that a pet has been left unattended for more than a twelve (12) hour period, LMHA may request the proper Authorities remove the animal. Any expense incurred for removal of the pet shall be the responsibility of the resident.

E. Use of Pets

Pets are for companionship. The breeding of pets is prohibited; no offspring are allowed. Pets may not be trained as fighting animals. As soon as age permits, pets must be spayed or neutered. Documentation must be provided to LMHA indicating the procedure has taken place.

Birds must be confined to a cage at all times.

F. Identification

All dogs must wear collars with identifying tags (license & rabies). All pets will be photographed with the photo being placed in the resident's folder.

G. Pets in LMHA Common Areas

Common areas are areas outside of the resident's individual leased premises. Pets in high rise buildings must be carried or on a leash while in common areas, i.e. elevators, hallways, etc. Dogs that are on a leash in common areas must be muzzled. Dogs in family units (other than scattered site units with fenced in yards) must be leashed and muzzled at all times while outside the leased unit. Pets are not permitted to loiter in common areas. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, walkway, stairway, stairwell, parking lot, or common area. No enclosure for the pet shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example). Pets must be on a leash, muzzled and accompanied by a resident at all times. Children ten (10) years of age or older may exercise the pet.

H. Pet Removal

Management reserves the right to require immediate removal of an animal deemed by the Authorities to be a vicious and/or a nuisance animal. Management will also contact the necessary Authorities and request removal of a pet when it is observed the pet is not receiving proper care and/or feeding. Additionally, LMHA will request the removal of a pet when it is determined the pet is causing damage to the leased unit.

I. Pet Disposal

In the event of the death of the pet, the resident shall properly dispose of the pet. Under no circumstances, shall a pet be buried on LMHA property or disposed of on the premises or in trash containers or dumpsters.

J. Visiting Animals

The pet policy pertains to LMHA resident's pets. Visiting animals are not permitted. "Pet Sitting" on LMHA property is prohibited.

K. Stray Animals

LMHA prohibits tenants from admitting into the leased unit or onto the development property, harboring, feeding/ watering, or providing comfort to any stray, feral, or abandoned cat or other wild animal/animals within, on, or in the immediate vicinity of the leased unit or development, or otherwise do anything to encourage or entice any such animal to enter or remain on the development/premises. Bird feeders are permitted. (July 2014)

L. LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet which shall include but shall not be limited to, the cost of cleaning, defleaing, deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property. Pet owners may also be liable for injuries occurring to another individual or pet as a result of their pet's aggressive behavior.

M. ENTRY OF UNIT BY LMHA PERSONNEL

LMHA Personnel will not enter a unit inhabited by a pet without a member of the household being present to restrain the pet, unless LMHA determines a pet has been left unattended or neglected and must be removed immediately. (July 2014) If a unit is to be inspected or a repair is required and the resident is unable to be home, the pet must be restrained in a cage in order for LMHA personnel to perform the necessary work. Dogs shall not be kept in a locked room within the unit. LMHA shall not be responsible if any animal escapes from its residence due to its maintenance, inspections or other activities. Each LMHA leased unit housing a pet, will be issued a sticker which must be placed on the door or window of the unit, indicating a pet is present in the unit.

Attachment I

LMHA PET APPLICATION

Resident Name: _____

Resident Address: _____

Resident's Phone Number: _____

Type of Pet: _____ Age of Pet: _____

Name of Pet: _____ Weight of Pet: _____

Has your pet been spayed or neutered? _____ Yes _____ No If no, please explain

Please list two (2) pet sponsors who will immediately take responsibility for your pet in case of emergency:

(1) Name: _____

Daytime phone: _____ Evening phone: _____

(2) Name: _____

Daytime phone: _____ Evening phone: _____

Name of your veterinarian: _____

Veterinarian telephone number: _____

My signature below serves as certification that all information I have provided to LMHA is correct to the best of my knowledge. I have read the LMHA Pet Policy; I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the Pet Policy can result in LMHA initiating an eviction action against my household.

Resident Signature

Date

**LORAIN METROPOLITAN HOUSING AUTHORITY
1600 KANSAS AVENUE
LORAIN, OHIO 44052**

**ADDENDUM TO PUBLIC HOUSING DWELLING LEASE
ASSISTANCE ANIMAL ADDENDUM**

Revised July 2017

Resident(s) Name: _____

Address: _____

CONDITIONAL AUTHORIZATION FOR ASSISTANCE ANIMAL. You are hereby authorized to keep the above described assistance animal at your dwelling unit. This authorization is conditioned upon your compliance with all of the terms contained herein. This conditional Authorization may be terminated by LMHA for any violation of the conditions set forth in this Authorization or for a violation of any other LMHA rule or regulation pertaining to the keeping of animals on LMHA premises. This authorization may also be terminated if service or companionship is no longer deemed necessary by your doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability.

DESCRIPTION OF ASSISTANCE ANIMAL. Only the following described assistance animal is authorized to be kept in your dwelling unit. You may not replace and/or substitute another animal without proper verification and written permission from LMHA.

Type: _____ Breed: _____ Color: _____

Weight: _____ Age: _____ Name: _____

County license number (if applicable): _____

How long have you owned this animal? _____

Date of last rabies shot: _____ Photo: _____

Has this animal been Spayed or Neutered? _____ Housebroken? _____

Name, address and telephone number of veterinarian:

Contact information for the person who will take immediate responsibility of your assistance animal in case of emergency:

Name: _____

Daytime phone: _____ **Evening phone:** _____

1. **YOU ARE RESPONSIBLE** for your assistance animal. You are responsible for any damage to LMHA property or to the property of another caused by your assistance animal. If your assistance animal causes bodily injury to any person on LMHA premises, your assistance animal must be immediately removed from LMHA premises.
2. **DANGEROUS ANIMALS:** No animal that has been determined to be or may be defined as “dangerous,” “nuisance,” or “vicious” as defined in Section 955.11 of the Ohio Revised Code³ shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.
3. **RULES.** You are responsible for the actions of the assistance animal at all times. You agree to abide by the following rules:
 - a. You agree that an assistance animal will not disturb, interfere or diminish the rights, comforts and peaceful enjoyment of neighbors or other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities.
 - b. You agree that at all times you shall be in compliance with all laws, ordinances or regulations as they relate to the assistance animal.
 - c. Assistance dogs and cats must be housebroken. Only one assistance animal per disabled household member may be kept at the dwelling unit, except in cases where the person with a disability requires separate assistance animals for separate functions. No offspring are allowed. You must provide litter boxes for cats. You shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary or odoriferous. Birds must be confined to a cage at all times.
 - d. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, *tree*, walkway, stairway, stairwell, parking lot, or common area. No enclosure for the assistance animal shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example).

³ “Dangerous” means a dog that, without provocation, has caused injury, other than killing or serious injury, to any person, killed another dog, or been the subject of a third or subsequent violation of division (C) of section 955.22 of the Ohio Revised Code.

"Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

"Nuisance dog" means a dog that, without provocation and while off the premises of its owner, has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

"Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

"Vicious dog" means a dog that, without provocation, has killed or caused serious injury to any person.

- e. Dogs shall not be permitted to run at large and shall be under your control at all times while outside the dwelling unit.
 - f. You are solely responsible for cleaning up assistance animal droppings anywhere on the apartment community grounds. You shall promptly remove and properly dispose of any waste.
 - g. Your assistance animal must be fed and watered inside the dwelling unit; and food or water may not be left outside the dwelling unit at anytime.
 - h. Your assistance animal must at all time be in compliance with county licensing requirements and you shall maintain rabies and other inoculations as is required by law and you shall provide proof of such to LMHA on an annual basis or as otherwise requested.
- 4. ADDITIONAL RULES.** LMHA shall have the right to make reasonable changes and additions to the above rules from time to time in LMHA's sole discretion. Any such changes shall be in writing and shall be distributed to all residents who have been authorized to keep an assistance animal.
- 5. VIOLATION OF RULES - GRIEVANCE.** The Violation of any rule or provision of this Addendum shall be deemed to be a material violation of your lease agreement with LMHA and shall authorize LMHA to terminate your lease agreement and to initiate an eviction action against you and/or to revoke the conditional authorization provided in this Addendum. In the event that LMHA shall propose to take any adverse action as a result of its determination that you have violated any rule or provision of this Addendum, you may request a grievance hearing as is provided in your lease agreement.
- 6. LIABILITY FOR DAMAGES, CLEANING, ETC.** You shall be liable for all damages caused by your assistance animal including the cost of cleaning, de-fleaing deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property.

I have read and understand the foregoing rules regarding assistance animals and I agree to abide by these rules as well as the Rules and Regulations and all other provisions of my Lease Agreement.

I affirm that the information given regarding my assistance animal is true and accurate to the best of my knowledge and belief that my animal is properly licensed, and has had all shots and vaccinations required by law.

Tenant

Date

Tenant

Date

Landlord

Date

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XVI

GRIEVANCE PROCEDURE

LORAIN METROPOLITAN HOUSING AUTHORITY

GRIEVANCE PROCEDURE

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for Tenants to seek the just, effective settlement of grievances against the Lorain Metropolitan Housing Authority (LMHA).

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d(k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all grievances (as defined in Section IV below) between Tenant and LMHA with the following two exceptions:

- A.** This grievance procedure is not applicable to disputes between Tenants not involving LMHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and LMHA's Board of Commissioners.
- B.** HUD has issued a due process determination that the law of the State of Ohio requires that Tenants be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a Unit. LMHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1)** Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of LMHA, or
 - (2)** Any violent or drug-related criminal activity on or off the premises; or
 - (3)** Any criminal activity that results in the felony conviction of a household member.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by LMHA in accordance with the individual Tenant's Lease or LMHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status. .
- B. **CFR:** The code of federal regulations, which contains the federal regulations governing this grievance procedure.
- C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of LMHA or to the Development office, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug or the possession of a drug with intent to manufacture, sell, distribute, or use the drug as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. **LMHA or Authority:** The LMHA, a political subdivision organized and existing under the laws of the State of Ohio.
- F. **Elements of due process:** The following procedural safeguards which are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant. to refute the evidence presented by LMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
 - (4) A decision on the merits.
- G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Section 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

- H. HUD:** The United States Department of Housing and Urban Development.
- I. Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- J. The Regulations** - The HUD regulations contained in subpart B of 24 CFR part 966.
- K. Resident organization:** An organization of residents, which includes any resident management corporation.
- L. Tenant:** The adult person (or persons) other than a live-in aide:
- (1) Who resides in the Unit and who executed the Lease with LMHA as lessee of the Unit, or, if no such persons resides in the Unit,
 - (2) The person who resides in the Unit, and who is the remaining head of the household of the Tenant family residing in the Unit.
- M. Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all Leases between Tenants and LMHA.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to LMHA's main office, or to the Development's management office within ten (10) business days after the occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference.** If the grievance is not determined by LMHA to fall within one of the three exclusions mentioned in section III B (1) and III B (2) above, then the LMHA Manager will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be notified in writing of the time and place for the informal settlement conference.

- C. **Written Summary.** Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by LMHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. Written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Tenant file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to LMHA's main office or the Development's management office no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. In order for a formal hearing to be requested under this section, the Complainant must have complied with the provisions set forth in Section VI above, unless the Complainant shows good cause why he/she failed to comply with Section VI to the hearing officer.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought by the Complainant.

- B. **Failure to Request Hearing.** If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, LMHA's decision rendered at the informal hearing becomes final. The Complainant's failure to request a hearing does not constitute a waiver by the Complainant to contest LMHA's action judicially.

VIII. SELECTION OF HEARING OFFICER

All grievance hearings shall be conducted by an impartial person appointed by LMHA. The requirement to consult with resident organizations before appointing a hearing officer has been eliminated by the HUD Final Streamlining Rule effective April 7, 2016.

IX. SCHEDULING OF HEARINGS

- A. **Hearing prerequisites:** A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (1) The Complainant has requested a hearing in writing.
- (2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent which LMHA claims is due under the Complainant's Lease, the Complainant shall have paid to LMHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by LMHA in writing, no waiver of the hearing prerequisites will be given by LMHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of LMHA. Failure to comply with this provision will result in the termination of the grievance procedure. Such failure does not waive the Complainant's right to contest LMHA's disposition of the grievance judicially.

B. Time, Place, Notice.

- (1) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the Complainant and LMHA, not later than the tenth (10th) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate LMHA official, who, unless otherwise designated, shall be the Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any LMHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If LMHA does not make the document available for examination upon request by the Complainant, LMHA may not rely on such document at the grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.

(3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by LMHA and to confront and cross examine all witnesses upon whose testimony or information the LMHA or its management relies; and

(4) A decision solely and exclusively upon the facts presented at the hearing.

B. Prior Decision in Same Matter.

The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the Complainant or LMHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed ten (10) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and LMHA of the determination.

D. Required Showing of Entitlement to Relief.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter LMHA must sustain the burden of justifying LMHA's action or failure to act with respect to the matter against which the complaint is directed.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised, by the complaint may be received without regard to the admissibility under the rules of evidence applicable to judicial proceeding.

F. Orderly Conduct Required.

The hearing officer shall require LMHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing.

The Complainant or the LMHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. Accommodation to Persons with Disabilities

LMHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision.

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

- (1) A copy of the decision shall be sent to the Complainant and LMHA. LMHA shall retain a copy of the decision in the Complainant's Tenant folder.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by LMHA and made available for inspection by any prospective Complainant, his representative, or hearing officer.

B. Binding Effect.

The written decision of the hearing officer shall be binding upon LMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless LMHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

- (1) the grievance does not concern LMHA, action or failure to act in accordance with or involving the Complainant's Lease, or LMHA's regulations, which adversely affect the Complainant's rights, rules, duties, welfare or status, or
- (2) the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the LMHA.

C. Continuing Right of Complainant to Judicial Proceedings.

A decision by the hearing officer or Board of Commissioners in favor of LMHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the Complainant or an adult member of the Complainant's household, (2) upon the date received for or refused by the addressee, in the case certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of LMHA present at a regular meeting or a special meeting called for such purpose. Further, in addition to the foregoing, any change proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by LMHA before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

- A. Captions:** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving LMHA's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds LMHA's action to terminate the tenancy, LMHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and the vacating of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to Complainant, whichever is sooner.
- C.** This grievance procedure has been adopted in accordance with Section 966.52(C) of CFR part 966.
- D.** A copy of this grievance procedure has been furnished to each Tenant and to resident organizations.

EXHIBIT 1

HEARING OFFICER

1. LMHA Hearing Officer

**LORAIN METROPOLITAN
HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

APPENDIX XVII

SMOKE-FREE POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

SMOKE-FREE POLICY

On May 29, 2012, HUD issued a notice that strongly encouraged Public Housing Authorities to implement smoke-free policies in some or all public housing units. No later than 18 months of the effective date of HUD's Final Rule of February 3, 2017, each PHA must implement a "smoke-free" policy banning the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. Effective May 1, 2018, the Lorain Metropolitan Housing Authority (LMHA) will officially become a smoke-free environment. Smoking will not be allowed in common areas, resident units, offices and within twenty-five (25) feet of all doors and windows. Smoking will only be allowed in designated areas.

Background

The Lorain Metropolitan Housing Authority is implementing this policy because we are concerned with secondhand smoke and the affect it has on the health of our residents and the community. On November 15, 2016, we began the "We Care Healthy Homes Initiative" campaign to have a smoke-free environment. By going smoke-free, we are improving the overall health of the community, reducing tenant complaints, and reducing maintenance cost. There is no safe level of secondhand smoke exposure because smoke drifts throughout a building. It can enter through ceiling crawl spaces, light fixtures and walls, and seeps under and around doors. Ventilation systems do not protect families from secondhand smoke. Most air filter systems are designed to remove odors, not the toxic particles from tobacco smoke. The Environmental Protection Agency (EPA) lists secondhand smoke as a Class A Carcinogen, the most toxic class of chemicals that are known to cause cancer in humans. Secondhand smoke is the leading trigger of asthma attacks and other respiratory problems and a known cause of Sudden Infant Death Syndrome (SIDS).

Existing Laws Allows For Smoke-Free Housing

Even though smokers feel that it is their right to smoke in their units, there is no Federal or State law that prohibits a property owner from implementing a smoke-free policy for their buildings or grounds and there is no legal right to smoke in federally subsidized housing. Smoke-free policies do not infringe on the legal rights of individuals because smokers are not a protected class under any state or federal law. Smokers may feel that it is their constitutional "right to smoke," which is untrue since the U.S. Constitution does not extend special protection to smokers, because there is no fundamental right to smoke. Fair housing laws do not apply to smokers, but they may be applicable when secondhand smoke infiltrates non-smoking housing units.

Definition of Smoking

Inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking devices for burning tobacco or any other plant.

Notice to Residents

The first letter was sent to residents in December 2016 to inform them of the policy change. A second letter will be sent in January 2017 reminding them that the policy will begin May 1, 2018. It will also inform residents that all lease holders must sign a lease addendum.

Potential Residents

We Care Healthy Homes Initiative information should be provided to all applicants.

Signage

LMHA shall post non-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area. Signs are prominently placed to let residents and guests know there is no smoking in the buildings. "This is a smoke-free building" signs are placed by the door outside the building "No smoking" signs are in the lobby, community room, office and any other common area.

Designated Smoking areas

If, in LMHA's sole discretion, the property size and configuration allow, LMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If a designated area has not been identified at the property, then smoking shall be permitted at least 25 feet away from any window or door of the LMHA structure. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area.

Enforcement

The policy will be effective May 1, 2018. Smoking in an apartment is treated like any other lease violation. If the violation persists, a termination notice can be issued.

When staff witnesses a violation or a resident complaint is received, LMHA staff will enforce the non-smoking policy according to the following procedures:

First Offense: Staff will send the resident a reminder of the non-smoking policy to include a copy of the Non-Smoking Lease Addendum signed by the resident household, linkage to cessation services and their resident services representative. A referral should also be completed to refer the resident to their resident services representative for assistance in complying with the non-smoking policy.

Second Offense: Staff will visit the household. Evidence will be gathered by looking for signs of smoking, including stains on the walls, ash trays inside the unit and burn marks. Staff will document where tobacco and other plant smoke odors are present inside the building and take pictures where appropriate. All unit inspections due to witnessed or reported smoking violations will be documented in writing even if evidence is not collected or found.

A resident's household will be determined to be in violation of the policies if:

1. Staff witnesses a resident, resident's guest, or family member, service provider, or other person smoking within the unit or within 25 feet of the building. "Other person" is defined as "an invitee or guest of the tenant, the tenant's family or otherwise on the premises with the knowledge of the tenant or member of tenant's family."

2. Staff witnesses a lighted smoking product in an ashtray or other receptacle in the unit or within 25 feet of the building
3. Damages to the interior of LMHA owned subsidized units that are the result of burns caused by smoking products including burns to resident owned property.
4. Evidence of smoking in a unit such as cigarette or other smoking products smells, smoke clogged filters, smoke film including damage to walls
5. Repeated reports to staff of violations of LMHA's non-smoking policy by third parties.
6. Clogged plumbing caused by a smoking product or products
7. Evidence of ashes on any surface in a LMHA owned subsidized unit

Staff will send the resident a written letter of the findings of their inspection and second reminder of the non-smoking policy including a copy of the Non-Smoking Lease Addendum signed by the resident household, linkage to cessation services and their resident services representative. Resident will be advised that further lease violations will result in further action, up to and including Termination of the Lease.

Third Offense: Staff will send the resident a letter to attend a mandatory conference to discuss the policy and repeated violations. When feasible both the property manager and resident services representative will be present for the conference to assist the resident in developing strategies to help them comply with the policy in order to safeguard their housing. During this conference, the resident will be required to sign a last chance agreement. If the resident fails to attend the conference or sign the last chance agreement, the resident's file will be documented accordingly.

Fourth Offense: Staff will issue a 30 day notice. At this time the resident will not be given an option to cure. In the event a 30 day notice is issued for violation of the non-smoking policy, the resident is still afforded their right to request a hearing according to the grievance procedure.

Resident Service Engagement

Resident Service Coordinators will provide residents with training to assist residents to stop smoking. We understand how difficult it is to quit smoking so they will work with the Lorain County General Health District to offer smoking cessation programs. They will coordinate special meetings where residents will receive information on the risk of secondhand smoke.

Landlord Not a Guarantor of Smoke-Free Environment

LMHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make LMHA or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, LMHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

Disclaimer. LMHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied

or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that LMHA's ability to police, monitor, or enforce this policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease.

Overall Impact of the Smoke-Free Policy

The Smoke-free policy will improve the condition of individual units and it will eventually reduce the turnover cost related to smoke related damages. It will provide site staff with equal access to a non-smoking work environment and most importantly it will create healthier communities.