

CHICOPEE HOUSING AUTHORITY  
OF  
CHICOPEE, MASSACHUSETTS  
ADMISSION AND CONTINUED OCCUPANCY POLICIES



FEDERALLY-AIDED PROJECTS  
MA 8-1, 2 & 3  
FEBRUARY 2017

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## INTRODUCTION

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The Chicopee Housing Authority (CHA) was established pursuant to the United States Housing Act of 1937, as amended, to provide decent, safe, sanitary and affordable housing to low income families. In accordance with this objective, the development of standard policies and procedures are necessary in order to ensure equitable treatment for all applicants and residents, as well as, to ensure the efficient operation of public housing units managed by the CHA. In recognition thereof the Chicopee Housing Authority has developed Policies on Admission and Continued Occupancy which implement federal and state regulations. Said policies are also based on recognition that the provision of decent, safe, sanitary and affordable housing is dependent upon social and economic factors as well as physical factors.

This Admission and Continued Occupancy Policy is intended to be consistent with the latest addition of the Code of Federal Regulations governing the Department of Housing and Urban Development, and all related HUD Transmittals and Notices, in the event of inconsistencies, the provisions of that code shall prevail.

The word CHA when used herein is intended to refer to the Chicopee Housing Authority.

The programs administered by the Authority are:

**Federal:**

Family Low Income Public Housing

Elderly Low Income Public Housing

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## AUTHORITY

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### A1.0 Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (the Plan) incorporates these requirements and is binding upon applicants, residents, and the CHA alike, the latter two through inclusion of the Plan into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal Law or regulations shall supersede this policy at any point in which they are in conflict.

### A1.1 Objectives

The Objectives of this policy are to:

1. Promote the overall goal of safe, decent and sanitary housing in good neighborhoods by:
  - A. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - B. Insuring the fiscal stability of the CHA.
  - C. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
2. Facilitate the efficient management of the CHA and compliance with Federal and Commonwealth regulations by establishing the policy basis for management procedures, record keeping and auditing.
3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and Commonwealth laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, age, sex, handicap, familial status, sexual orientation, gender identity, or national origin.
4. Comply in letter and spirit with Equal access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (77 FR 5662) (Equal Access Rule” or “rule”). Also without regard to race, age, color, creed, sex, religion, handicap, financial status, sexual orientation, gender identity or national origin.

5. Prescribe standards and criteria for resident selection and annual re-examination of income and family composition.

Terminology - The term “He” or “She” used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. In addition, the term “the Plan” used throughout this document is used in the generic sense for Admission and Continued Occupancy Policies.

## **A1.2 Applicability**

The provisions of the Plan are applicable to all CHA administered developments and/or programs receiving financial assistance from either the Federal and or Commonwealth Governments. Applicants and residents will be treated with courtesy and consideration in all verbal and written communications.

## **A1.3 Sources of Standards**

The pertinent laws of the Federal, Commonwealth and Municipal Governments.

The Contractual agreements pertaining to the various developments and/or programs between the CHA, Commonwealth and/or Federal agencies. The provision of Title 24, Sub-part B (Section 960.201 thru 960.207), Sub-part D (Section 960.401 thru 960.409) and Sub-part A (Section 966.1 thru 966.6) as set forth in the Code of Federal Regulations, Volume 40, Numbers 153, 154 and 188.

Policies established by the CHA’s Board of Commissioners by formal resolution.

Directives issued by the CHA’s administrative officers.

## **A1.4 Review of Plan**

Annually the Executive Director or his/her designee shall review the operations of this plan and make changes as appropriate.

## **A1.5 Methods of Administration**

The administration of the Plan is to provide each applicant the greatest opportunity to exercise his/her rights under this plan; to avoid any discrimination in any manner or provisions of any service against any applicant because of race, color, creed, age, sex, handicap, familial status, sexual orientation, gender identity, or national origin or source of income; and to promote integrated developments and/or programs.

The CHA will post, in a conspicuous place in the Administration office where applications are received, a notice that the facilities and services of the CHA are provided on a non-discriminatory basis.

A copy of this manual will be available to agencies, institutions, organizations and political subdivisions, which may refer applicants.

The CHA will instruct its staff concerning its and their obligations under the Civil Rights and Non-Discrimination laws and regulations of the Federal and Commonwealth governments by conducting training, distributing copies of pertinent documents, and ongoing supervisory review.

All applicants and residents will be treated with courtesy and consideration at all times in all verbal and written communications.

No applicant, resident or staff will be intimidated nor will any retaliatory action be taken, nor threats thereof made, by CHA or its staff because of the applicant, resident or staff participation in Civil Rights activities or for having asserted any of his/her rights under the Civil Rights Acts, DOH, HUD's regulations and requirements pursuant thereto.

### **A1.6 Title VI Compliance**

With the CHA's continuing efforts to provide voluntary compliance with Title VI, CHA is adhering to the following general provisions regarding its Public Housing Programs:

With respect to any housing accommodations, facilities, services, financial aid or other benefits involved in its federally funded public housing programs, the CHA, its officers, administrators, agents, employees, successors, all persons exercising governance over the CHA, and all persons in active concert or participation with any of them, agree to refrain from any acts which, on the grounds of race, color, creed, age, sex, handicap, familial status, national origin, sexual orientation or gender identity such as to:

1. Deny a person such benefits;
2. Provide benefits to a person which are different from those provided to others;
3. Subject a person to segregation or separate treatment in any matter related to such benefits;
4. Provide a preference for such benefits to any person, except as provided by this Agreement;
5. Restrict a person's access, in any way, to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits;
6. Treat a person differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet;
7. Deny a person an opportunity to participate in the program or activity through the use of biased preference criteria, or otherwise afford the person a different opportunity to participate from that afforded others.

### **A1.7 Equal Opportunity Requirements**

The Chicopee Housing Authority hereby assures and certifies that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and regulations pursuant thereto (Title 24CFR Part 1);
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
3. Executive Order 11063 on Equal Opportunity in Housing and non-discrimination in the sale and rental of housing provided with Federal Financial Assistance;
4. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based upon handicap in programs receiving Federal Financial Assistance;
5. The Age Discrimination Act of 1975, which prohibits discrimination based upon age in programs receiving Federal Assistance;
6. Title II of the Americans with Disabilities Act, to the extent that it applies; and
7. Equal access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (77 FR 5662) (Equal Access Rule” or “rule”).

### **A1.8 Services for Non-English Speaking Applicants and Residents**

The Chicopee Housing Authority has staff and resources available to provide support to applicants and residents requiring assistance in their native language. In addition to staff members fluent in Spanish, the CHA uses its relationships with the Housing Court of Western Massachusetts to identify translators in other languages as required.

### **A1.9 Services for Deaf Applicants and Residents**

The Chicopee Housing Authority has access to people who are Deaf interpreters in order to assist Deaf families, as needed.

### **A1.10 Family Outreach**

The Chicopee Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Chicopee Housing Authority will distribute fact sheets to community service personnel. The Chicopee Housing Authority will also try to utilize public service announcements.

The Chicopee Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

### **A1.11 Right To Privacy**

All adult members of both applicant and resident households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

### **A1.12 Required Postings**

In each of its offices, the Chicopee Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. Statement of Policies and Procedures governing Admission and Continued Occupancy
2. Notice of the status of the waiting list (opened or closed)
3. Current Schedule of Routine Maintenance Charges
4. Dwelling Lease
5. Grievance Procedure
6. Fair Housing Poster
7. Any current Chicopee Housing Authority Notices

### **A1.13 Taking Applications**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted and may be made in person or by mail at: 128 Meetinghouse Rd, Chicopee, Massachusetts 01013.

Applications will be accepted between the hours of 8:30 AM and 12:00 PM and 2:00 PM to 4:00 PM, Monday thru Friday.

Applications are taken to compile a waiting list. Due to the demand for housing in the Chicopee Housing Authority jurisdiction, the Chicopee Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Chicopee Housing Authority will verify the information. Applications will be mailed to interested families if they provide postage. The completed application will be dated and time stamped upon its return to the Chicopee Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Chicopee Housing Authority to make special arrangements.

The application process is a dual phase process. The first phase is the initial or pre-application for housing assistance. The application requires the family to provide basic information establishing any preferences to which they may be entitled. This phase results in the family's placement on the waiting list.

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## DEFINITIONS

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### B1.0 Definitions

#### Adjusted Income

Adjusted income means annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- (a) *Mandatory deductions.* In determining adjusted income, the responsible entity must deduct the following amounts from annual income:
- (1) \$480 for each dependent;
  - (2) \$400 for any elderly family or disabled family;
  - (3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
    - (i) Unreimbursed medical expenses of any elderly family or disabled family;  
and
    - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
  - (4) Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.
- (b) *Permissive deductions—for public housing only.* For public housing only, a PHA may adopt additional deductions from annual income.

#### Adult

An adult is: 18 years of age or older, or a person that has been relieved of the disability of non-age by juvenile court.

**NOTE:** Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

**Affordable Housing**

In general, housing for which the occupant(s) is/are paying no more than 30 percent of his or her income for gross housing costs, including utilities. Please note that some jurisdictions may define affordable housing based on other, locally determined criteria, and that this definition is intended solely as an approximate guideline or general rule of thumb.

**Annual Income**

Annual Income is the anticipated total income from all sources 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 the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, sporadic, and exclusive of certain other types of income specified in this policy.

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 compensation for personal services;
2. The net income from 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 2 above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a reimbursement of cash assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum payment for the delayed start of a periodic payment except from SSI and Social Security pay, per Notice PIH 93-11;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
6. Welfare assistance;
7. Scholarship payments specifically designated for room and board or a computed amount remaining after the expenses of mandatory fees, books, tuition or travel;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and/or
9. All regular pay, special pay and allowances of a member of the Armed Forces <sup>1</sup>.
10. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for 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, and 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;

*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.

Annual Income **does not include** such temporary, non-recurring or sporadic income as the following:

1. Temporary, non-recurring or sporadic income (including gifts);
2. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, lump-sum payments of deferred periodic payments from SSI and Social Security and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);

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<sup>1</sup> (whether or not living in the dwelling, Annual Income does not include the special pay to a family member in the Armed Forces away from home and exposed to hostile fire)

4. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
5. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
6. Amounts received under training programs funded by HUD:
7. Amounts received by a disabled person that are disregarded for a limited time for purposes for Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
8. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
9. Monies received for performing census data collection.
10. Income from employment of children (including foster children) under the age of 18 years;
11. Payments received for the care of foster children;
12. Income of a Live-in Aide, as defined in 24 CFR 913.102;
13. Any earned income tax credit refunds, per Notice PIH 91-10;
14. The following updated list of federally mandated exclusions supersedes that notice published on August 3, 1993. The following list of program benefits is the comprehensive list of benefits that currently qualify for the income exclusion stated in 24 CFR 5.609(c)(17) per the Federal Register publication on April 20, 2001:
  - A. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. - 2017(b));
  - B. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - C. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - D. Income derived from certain submarginal land of the United States that is held *in trust for certain Indian tribes* (25 U.S.C. 459e);

- E. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- F. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- G. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat 2503-04);
- H. The first \$2000 of per capita shares received from Judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- I. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- J. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- K. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation. M.D.L. No. 381 (E.D.N.Y.);
- L. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- M. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- N. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- O. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- P. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

- Q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- R. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- S. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- T. Earned Income in excess of \$480 for each full-time student 18 years or older.
- U. Full amount of student financial assistance.

### **Appliances**

Appliances are stoves and refrigerators.

### **Assets**

The value of equity in real property, savings, stocks, bonds, checking and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset.

### **Auxiliary Aids**

Service animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from the refundable pet deposit. Examples include guide dogs for persons with vision impairments, hearing dogs for people with hearing impairments, and emotional assistance animals for persons with chronic mental illness.

### **Child Care Expenses**

Amounts anticipated to be paid by the family for the care of children under **13 years of age** during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The CHA will not normally determine child care expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

**Code of Federal Regulations (CFR)**

The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

**Deaf (deaf)**

The lowercase deaf is used when referring to the audiological condition of not hearing, and the uppercase Deaf when referring to a particular group of deaf people who share a language – American Sign Language (ASL) – and a culture.

**Dependent**

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Person with Disabilities or Handicapped Person, or is a Full-Time Student. An unborn child shall not be considered a dependent.

**Disability**

A physical or mental impairment that substantially limits one or more of the major life activities of such for an individual.

**Disabled Family**

A family whose head or spouse or sole member is a person with disabilities. It may include two or more persons with disabilities living together, and one or more persons with disabilities living with (1) one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities.

**Disabled Person**

(See Person with disabilities)

**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 under Federal Disaster Relief laws.

**Domicile**

The legal residence of the household head or spouse as determined in accordance with Commonwealth and local law.

**Drug-Related Criminal Activity**

Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**Drug-Trafficking**

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**Elderly Family**

A family whose head or spouse (or sole member) is an elderly person (a person who is at least 62 years of age). It may include two (2) or more elderly persons living together, with one (1) or more persons living in the unit who are determined to be essential to the care and well-being of the elderly person or persons.

**Elderly Person**

A person who is at least 62 years of age.

**Elderly Person Household**

A household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy.

**Emancipated Minor**

Any juvenile who is 16 years of age or older and who has resided in the same county in the Commonwealth for six (6) months next preceding the filing of the petition may petition the court in that county for a judicial decree of emancipation. A married juvenile is also emancipated by the same Article (1997, c.815,s.1.).

**Enterprise Income Verification (EIV)**

Formally known as Upfront Income Verification (UIV). The system electronically utilizes independent sources, such as those maintained by the Social Security Administration, Commonwealth Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification.

**Eviction**

The dispossession of the resident from the leased unit as a result of the termination of the lease prior to the end of the term, for serious or repeated violations of material terms of the lease or to fulfill the resident's obligations set forth in HUD regulations, Federal, Commonwealth, or Local Law or for other good cause.

**Extremely Low-Income Family**

A family whose annual income does not exceed 30% of median income for the area, as determined by HUD or the Federal poverty level, with adjustments for small and large families. A very low-income family.

**Familial Family**

One or more individuals (who have not attained the age of 18 years) being domiciled with (having a permanent residence);

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having custody, with the written permission of such parent or other person; and includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

**Family**

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

1. A single person, who may be an elderly person, displaced person, near-elderly person or any other single person; or
2. A group of persons residing together and such group includes, but is not limited to:
  - A. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - B. An elderly family;
  - C. A near-elderly family;
  - D. A disabled family;
  - E. A displaced family; and
  - F. The remaining member of a resident family.

**NOTE:** Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a Resident family may not be provided (for Resident-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size.

**Family Member with a fixed source of Income**

A family member receives periodic payments at reasonably predictable levels from the following: Social Security; Supplemental Security Income; Supplemental Disability Insurance; Federal; state, local or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death.

**Frail Elderly**

An elderly person who is unable to perform at least three "activities of daily living" comprising of eating, bathing, grooming, dressing, or home management activities.

**Full-Time Student**

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution offering a college degree, vocational education degree or certificate program.

**Gender Identity**

Actual or perceived gender-related characteristics.

**Handicapped Assistance Expense**

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 that the expenses are neither paid to a member of the family or reimbursed by an outside source.

**Handicapped Person** (See Person with disabilities)**Head of Household**

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

**Homeless Family**

Any individual or family who:

1. Lacks a fixed, regular, and adequate nighttime residence; and
2. Has primary nighttime residence that is:
  - A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - B. An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - C. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

**Income for Eligibility**

“Income for Eligibility” for purposes of determining eligibility for statistical reporting, means “Annual Income.”

1. Developments available for occupancy before 10/01/81 - Income for eligibility shall not exceed the “Lower Income” limits.
2. Developments available for occupancy on or after 10/01/81 - Income for eligibility shall not exceed the “Very Low Income” limits.

**Income for Rent**

For the purpose of determining rents and for statistical reporting means adjusted income: except that Annual Income is to be used in determining the 10 percent minimum rent.

**Involuntary Displaced Person**

An applicant who has vacated or will (within no more than 6 months from date of certification or verification) vacate housing as a result of:

1. A disaster (fire, flood, etc.)
2. Federal, Commonwealth or Local Government action related to code enforcement, or public improvement, development;
3. Action by a housing owner which is beyond an applicant's ability to control occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase.
4. Applicant is a victim of domestic violence.

**Judgment**

A legal decision; when requiring debt repayment, a judgment may include a property lien that secures the creditor's claim by providing a collateral source.

**Lease**

A written or oral agreement for the use or possession of premises

**Lessee**

Any person who leases premises from another and any person residing on the premises with the lessee's permission.

**Live-In Aide**

A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

1. Is determined by the CHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide supportive services.

**Low Income Family**

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

**Marital Status**

The condition of being married or unmarried.

**Medical Expenses**

Medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of 10% of Annual Income, are deductible from annual income for elderly families and handicapped assistance expense as outlined.

**Medical Marijuana**

Any household member who engages in the use of medical marijuana may not reside with the household or on the premises. 24CFR 5.860 (b) Because state medical marijuana laws, insofar as they may be interpreted to mean that the use of medical marijuana is not the illegal use of a controlled substance, directly conflict with the objective of the Public Housing Reform Act's requirements regarding admissions or use by existing residents. Medical marijuana is prohibited on Housing Authority property.

**Military Service**

Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard and since July 29, 1945, the commissioned corps of the United States Public Health Service.

**Minor**

A “minor” is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

**Mixed Family**

A “mixed family” is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members.

**Monthly Adjusted Income**

One-twelfth of Adjusted Income.

**Monthly Income**

One-twelfth of Annual Income. For purposes of determining priorities based on an applicant’s rent as a percentage of monthly income.

**Near Elderly Family**

A family whose head (including co-head), spouse or sole member is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below 62.

**Near-Elderly Person**

A person who is at least fifty (50) years of age but below the age of sixty-two (62).

**Neighborhood or Community**

Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

### 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, excluding interests in Indian trust land and excluding equity accounts in HUD ownership programs. 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 as 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.) In determining Net Family Assets, the CHA shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

### Person with Disabilities

1. Means a person who
  - A. Has a disability as defined in 42 U.S.C. 423;
  - B. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
    - a. Is expected to be long-continued and of indefinite duration;
    - b. Substantially impedes his or her ability to live independently, and
    - c. Is of such a nature that such ability to live independently could be improved by more suitable housing conditions; or
  - C. Has a developmental disability as defined in 42 U.S.C. 6001.
2. Does not exclude persons having the disease of acquired immuno-deficiency syndrome or any conditions arising from the etiologic agent for acquired immuno-deficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and;
4. Means "individual with handicaps", as defined in §8.3 of this title in the Federal Register/Vol 65, No. 61/Wednesday, March 29, 2000/Rules and Regulations, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Public Housing Agency (PHA)**

Any Commonwealth, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

**Premises**

Land, tenements, condominium or cooperative units, air rights and all other types of real property leased under the terms of a rental agreement, including any facilities and appurtenances, to such premises, and any grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant. "Premises" include structures, fixed or mobile, temporary or permanent, vessels, mobile trailer homes and vehicles which are used or intended for use primarily as a dwelling or as a place for commercial or industrial operations or storage.

**Ranking Applicant Family**

Is that eligible family within any particular rent range with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.

**Ranking Rentable Unit**

The "ranking rentable unit" is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units that have been vacant for the longest time.

A "rentable unit" is a vacant unit which has been prepared for occupancy which is not encumbered by an offer which has been made but not yet been accepted or rejected.

**Rent**

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income, rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward resident purchased utilities (except telephone). In calculating a family's payments toward utilities, the CHA will use its reasonable estimate of resident-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

**Resident Rent**

The amount payable monthly by the Family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the CHA, Resident Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the CHA and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Payment less the Utility Allowance. (Resident Rent is a term established and defined by 24 CFR [Part 913] and as such, is occasionally awkward in ordinary usage. For this reason, the term "Resident Rent" is used interchangeably with "rent" as defined elsewhere in the Plan to refer to the net monthly payment by the family to the CHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

**Sexual Orientation**

Homosexuality, heterosexuality or bisexuality.

**Single Person**

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family.

**Spouse**

Spouse means the husband or wife of the head of household.

**Standard Permanent Replacement Housing**

For purposes of determining if a family is entitled to a priority for admission based on involuntary displacement, Standard Permanent Replacement Housing, is housing that is decent, safe and sanitary, is adequate for the family size, and the family is occupying pursuant to a lease or occupancy agreement, but does not include transient facilities such as motels, hotels or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence referred to in the Section above, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

**Total Tenant Payment (TTP)**

Total Tenant Payment for families whose initial lease are effective on or after August 1, 1982, shall be the higher of the following, rounded to the nearest dollar:

30 percent of Monthly Adjusted Income; or

10 percent of Monthly Income;

If the family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments which is so designated. If the family's Welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this subsection shall be the amount resulting from one application of the percentage.

Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

**Upfront Income Verification (UIV)**

See Enterprise Income Verification (EIV).

**Utility**

The provision of general electricity, gas, heating fuel, cooking fuel, water, sewage services and trash collection.

**Utility Allowance**

The cost of utilities (except telephone) for an assisted unit which are not provided by the landlord but are the responsibility of the family occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the CHA or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility Reimbursement**

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**Very Low-income Family**

A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

**Veteran**

Any person who has served in the active military or naval services of the United States and shall have been discharged or released there from under conditions other than dishonorable.

**Violence Against Women Act (VAWA)**

A Public Housing Agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission.

**Violent Criminal Activity**

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Welfare Assistance**

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

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## ADMISSION PROCESS

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### C1.0 Application Taking

The CHA maintains a waiting list for applicants interested in the various public housing programs. All admissions to public housing shall be made on the basis of a pre-application in such form as the CHA shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verification of income and family composition and such other data as may be required. The CHA does not provide emergency housing and cannot modify the order of assignments otherwise prescribed because of emergency considerations.

The following conditions shall govern the taking and processing of applications:

The CHA will not, on account of race, color, creed, religion, familial status, age, handicap, sex, sexual orientation, gender identity, or national origin, deny or hinder any applicant family the opportunity to submit an application or lease a dwelling unit suitable to its needs in any of its developments.

The CHA reserves the right to suspend taking applications for its waiting lists when the current supply of applicants exceeds the number of families which could be reasonably expected to be housed within the next twenty-four (24) months.

1. All pre-applications must be made by a responsible adult member of the applicant family, who will reside in the household. He/She shall sign the pre-application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The CHA reserves the right to require the signature of any or all adult members of the applicant household.
2. The CHA will normally take applications from a central location, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.
3. The CHA reserves the right to establish times for taking applications, including by appointment. The CHA staff may at its discretion provide for application interviews outside of normal hours when necessary for hardship reasons.
4. Insofar as possible, application interviews shall be conducted in private.
5. In addition to income, family composition and information unique to each applicant, each application shall be time stamped upon time of receipt and the CHA's determination of an applicant's position will be based upon the date/time of receipt. All information regarding application and eligibility will be filed and as such, considered part of their permanent record. When the family is eligible, the application shall also record the correct unit size and type; the priority rating; the date, unit location and reason for rejection for any offer refused by the applicant.

6. Applications shall be updated as applicants report changes in income and family circumstances. All such communications from the applicant must be in writing and signed by the applicant. All modifications to applications shall be properly documented on hard copy and to the computer systems and the transaction initialed by the staff member making the change.
7. The CHA shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants from the waiting list who fail to respond to a “still interested” notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the CHA in writing of changes in address or other family circumstances which might affect the status of the application.
8. The CHA shall maintain such records as are necessary to document the disposition of all applications to meet Department of Housing and Urban Development audit requirements as well as the regulations of Massachusetts Commonwealth agencies.
9. Applicants will have ten (10) days to provide all necessary information as requested to document their application for eligibility. Applicants may request additional reasonable time up to thirty (30) days. Failure to provide this information at the end of this period will result in the withdrawal of their application by the CHA.

## **C2.0 Admissions - Eligibility Criteria**

1. All families who are admitted to Public Housing must be individually determined eligible under the terms of the policy. In order to be determined eligible, an applicant must meet **ALL** of the following requirements:
  - A. The applicant family must qualify as a family as defined in B1.0.
  - B. The applicant family’s Annual Income as defined (HUD Secretary’s definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of this PHA’s jurisdiction.
  - C. The applicant family must conform to the Occupancy Standards contained in policy C5.0 regarding unit size and type.
  - D. The applicant family must have a satisfactory record in meeting past financial obligations, especially in payment of rent.
  - E. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, alcohol abuse, substance abuse, sexual deviation, includes a family member who is subject to a lifetime registration requirement under a state sex offender registration program or any other history which may be reasonably expected to adversely affect:

- a. The health, safety, or welfare of other residents;
  - b. The peaceful enjoyment of the neighborhood by other residents; and/or
  - c. The physical environment and fiscal stability of the neighborhood.
- F. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping per a check with current and/or previous landlord. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such condition does not create a problem for the neighbors.
- G. The applicant family must have no history of criminal activity for three (3) years which, if continued, could adversely affect the health, safety or welfare of other residents.
- H. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. in determining the applicant family's capacity to discharge all lease obligations. The CHA must consider the family's ability to secure outside assistance in meeting those obligations.
- I. The CHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, or stalking if the applicant otherwise qualifies for admission.
- J. HUD regulations prohibit assistance to ineligible family members. A mixed family is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. CHA will prorate the assistance provided to a mixed family. CHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

CHA will grant a temporary deferral of termination of assistance if the family provides documentation of eligible immigrant status and CHA is waiting for US Customs and Immigration Service verification, or if the family is currently participating in the hearing process in reference to their ineligible noncitizen status.

The total deferral period should not exceed 18 months. The initial deferral is granted for a period of 6 months, and may be renewed for 6 month periods thereafter.

- K. If a prior resident of public housing or other housing programs administered by the CHA, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the CHA will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations. In addition, persons evicted from public housing, Indian housing, Section 23, or any Section 8 Housing Choice Voucher program because of drug-related criminal activity, are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction.
- L. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family being declared ineligible to be housed. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
  - 1. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with section C3.0 and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

2. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
    - A. Evidence of rehabilitation;
    - B. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs;
    - C. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality;
    - D. In the case of applicants whose capacity for independent living and discharges of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.
- M. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
1. Denied admission for five (5) years for the following:

Past rental record	Bad rent paying habits
Damages	Disturbances
Live-ins	Bad housekeeping habits, in and outside the unit
  2. Denied admission for three (3) years for the following:

Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

The CHA can waive this requirement if: the person demonstrates to the CHA's satisfaction successful completion of a rehabilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist.

Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
  3. Denied admission for five (5) years for the following:
    - A. Fraud (giving false information on the application is considered fraud).

- B. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
  - C. Drug use without evidence of rehabilitation.
4. Denied admission for ten (10) years for Conviction for Drug Trafficking.
  5. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
  6. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

However the CHA will permanently prohibit admission of any person convicted for the manufacture or production of methamphetamine on the premises of **any** federally assisted housing program.

7. Before a PHA denies admission to, terminates the assistance of, or evicts an individual or household member or guest, the PHA must determine that the relevant individual engaged in such criminal activity. HUD has determined that the fact that an individual was arrested is not evidence that he or she has engaged in criminal activity. The fact that there has been an arrest for a crime is not a basis for the requisite determination that the relevant individual engaged in criminal activity warranting denial of admission, termination of assistance, or eviction. An arrest shows nothing more than that someone probably suspected the person apprehended of an offense.

Arrest records are often inaccurate or incomplete (e.g., by failing to indicate whether the individual was prosecuted, convicted, or acquitted), such that reliance on arrests not resulting in conviction as the basis for denying applicants or terminating the assistance or tenancy of a household or household member may result in unwarranted denials of admission to or eviction from federally subsidized housing. For these reasons, a PHA or owner 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).

Although a record of arrest(s) may not be used to deny a housing opportunity, PHAs and owners 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 the PHA or owner 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 decision. An arrest record can trigger an inquiry into whether there is sufficient evidence for a PHA or owner to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. PHAs and owners can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. 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.

### **C3.0 Verification of Income and Circumstances**

CHA utilizes the Enterprise Income Verification (EIV) system (formally UIV) to validate income information reported by participants. The EIV system electronically utilizes independent sources, such as those maintained by the Social Security Administration, Commonwealth Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification. Knowingly underreporting income may result in the assessment of back charges, termination of assistance, and/or prosecution through the District Attorney's office.

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same types of verifications are required to process any interim or regular re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determinations.
2. Verification forms supplied by the Authority and returned properly completed by employers, public welfare agencies, etc.
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiates his/her statements, or a brief summary of pertinent contents of such documents signed and dated by the staff member who viewed them.

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received.
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.
7. Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
8. Social Security Card or legal documents verifying the Social Security number for the applicant and each member of the applicant's household who is at least six (6) years old. (If the applicant cannot provide the proper documentation requirements he/she must submit to the Authority the individual's SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual, but that acceptable documentation to verify the SSN(s) cannot be provided).
9. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.
10. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
11. Receipts for utility services.

12. In addition to such other verification as the CHA may require, verification that an applicant is living in substandard housing shall consist of a written statement or notice from a unit or agency of government or from an applicant's present landlord that the applicant's unit has one or more of the deficiencies listed in, or the unit's condition is as described in, the definition of Substandard Housing.

In the case of a homeless family, verification consists of certification, in a form prescribed by the Secretary of the Department of Housing and Urban Development or as developed by the CHA, of this status from a public or private facility that provides shelter for such individuals, or from the local police department or social services agency.

13. The CHA shall require the family head, head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, Commonwealth, or local agency to furnish or release to the CHA and to HUD such information as the CHA or HUD determines to be necessary.

Because eligibility for Federal housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the CHA is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the CHA in obtaining verifications will result in the application being declared incomplete and inactive. A resident who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the CHA shall restrict its requests to those matters of income, family composition and other family circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the CHA. If the verified data as listed in this policy is not more than sixty (60) days old at the time an applicant is selected for admission, the data will be considered as reflecting the applicant's family's status at the time of admission.

## **C4.0 Determination and Notification of Eligibility**

As soon as possible after receipt of an application, the CHA will determine the applicant family's eligibility for public housing in accordance with the provisions of C2.0 and send a letter signifying the status of the applicant. In the event an applicant family is determined to be eligible, it shall be informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact in addition to its place on the current waiting list. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Resident Grievance Procedure, but will be given, upon request, the opportunity for an Informal Hearing to present such facts as it wishes. In circumstances when waiting lists are very long, thorough investigation of each application may not be practical until such application approaches selection. In such cases, apparently eligible applicant families will be notified of its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. In all cases, the CHA reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

### **C4.1 Notification Procedure**

Upon completion of the application, a prompt decision of initial eligibility or ineligibility will be made, and the appropriate notification mailed to the applicant.

#### **Eligible Applicants**

All applicants will be notified in writing of initial eligibility and the basis of that determination. The notification will include client number, application status, program and unit size.

#### **Ineligible Applicants**

All applicants will be notified in writing of initial ineligibility and the basis of that determination. The ineligible applicant has the right to an informal hearing to hear the basis. The notification will include client number, application status, and reason for ineligibility.

Any applicant notified of his/her initial ineligibility will be afforded the right to resubmit information that may result in the applicant being redetermined initially eligible.

**C5.0 Occupancy Standards**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit which cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

The head of household and co-resident are usually assigned a separate bedroom.

Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of opposite sex up to the age of six (6).

CHA may allow a child less than four (4) years of age to share a bedroom with a parent(s).

CHA will treat a single pregnant woman as a two-person family.

CHA, at its sole discretion, may assign a separate bedroom to any family member with a documented medical need.

The CHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers to the family’s ability to use stairs or their status as an elderly family.

Residents should not be assigned to bedroom sizes outside of the minimum and maximum constraints listed below and in addition, any “single person” shall not be assigned a unit with two or more bedrooms:

Number of Bedrooms	Number of Persons	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability.

The CHA reserves the right to over house in its conventional public housing programs in an effort to correct unacceptably high vacancy rates. An unacceptably high vacancy rate is when a development or the CHA wide vacancy rate is 2% or more. Families placed into larger than needed units will sign a waiver agreeing to be transferred to a smaller, but appropriate sized unit, should the larger unit be needed in the future by an applicant family or a Resident family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy.

## **C6.0 Income Targeting and Deconcentration**

### **1. Objective:**

The CHA shall make every effort possible to provide for deconcentration of poverty and income mixing in its communities by bringing higher income residents into lower income developments and lower income residents into higher income developments.

To this extent the CHA shall insure that not less than forty percent (40%) of all new admissions shall be families whose income at the time of their admission does not exceed thirty percent (30%) the area's median income.

The CHA does not intend to utilize and/or impose any specific income or racial quotas nor will the CHA offer incentives for eligible families to occupy units in developments predominately occupied by families having either lower or higher incomes.

### **2. CHA Deconcentration Policy:**

It is the policy of the Chicopee Housing Authority to provide for the deconcentration of poverty in the City of Chicopee. This policy will be followed by mixing higher income families in lower income developments and lower income families into higher income developments whenever possible. To accomplish this goal the Chicopee Housing Authority will endeavor to establish education and employment advancement programs for existing residents in order to maximize the potential of current residents to succeed in the workforce and, the Chicopee Housing Authority will create incentives for current residents to remain in place as they progress in the workforce.

The Chicopee Housing Authority will analyze the income levels of families residing in each of our developments, the income levels within census tracts in which the developments are located and the income levels of families on the waiting list annually. Based on this analysis the level of marketing strategies and deconcentration incentives needed will be determined.

## **C7.0 Applicant Selection and Assignment Plan**

### **C7.1 Application Ranking**

Applications will be filed and selected in the following order:

By date and time of application.

1. *First Priority:* Families who qualify for a local preference. All preferences are equal in rank and no family can receive a “double preference”. Families who qualify for a local preference are those who are not receiving Federal or Commonwealth Housing assistance, and live or work in the jurisdiction.
2. *Second Priority:* All other families who receive Federal or Commonwealth housing assistance.

### **C7.2 Applicant Assignment**

Selection of applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the applicant as follows:

1. The “ranking rentable unit” is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A “rentable unit” is a vacant unit which has been prepared for re-occupancy, and which is not encumbered by an offer which has been made but not yet accepted or rejected.

2. The “ranking applicant family” is that eligible family with the earliest date and time of application.

### **C7.3 Dwelling Unit Offers**

When the ranking applicant is matched to the specific ranking unit, that dwelling unit becomes “unrentable” until the offer made is accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application nears the top of the waiting list, the CHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as utility company verifications, security deposits, etc. For an applicant on a short waiting list, the steps enumerated above may be included in the process of taking the complete application.

2. Upon receipt of the initial offering, the applicant shall have seven (7) business days to accept or reject the housing unit. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer. Failure to respond to an offer will result in a withdrawal of the offer and the applicant will be removed from the waiting list.
3. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of acceptance of the offer, but may be extended a maximum of five (5) additional days at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.
4. The CHA only has a certain number of housing units modified for Handicapped Accessibility. When an accessible housing unit becomes available, before the unit is offered to a non-handicapped applicant, the CHA must first offer it to an existing resident having a handicap and occupying a non-accessible housing unit. If no such resident exists, the housing unit must be offered to an applicant on the waiting list having a handicap requiring those features. If the accessible unit must be offered to an applicant who does not (nor does any family member) have an impairment, the CHA may require the applicant to agree to move to a non-accessible unit when such a unit is available.

#### **C7.4 Unit Refusals**

When an applicant refuses an offer of a housing unit, the application shall be removed from the waiting list.

If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move to the CHA's satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible applicant list, or placing the application in the inactive status.

If an applicant presents, to the satisfaction of the CHA, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, age, color, creed, sex, religion, handicap, familial status, sexual orientation, gender identity, or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible list or placing the application in the inactive status.

## **C8.0 Leasing of Dwelling Units**

The head of household of each family accepted as a resident is required to execute a lease agreement in such form as the CHA shall require prior to actual admission. All remaining adult members who are 18 years of age or older of the household are also required to sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family in the development office as part of the Resident's records.

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another CHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the CHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

Certain documents are made a part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (the Plan), and the posted Resident Rules and Regulations.

Cancellation of a resident's lease is to be in accordance with the provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the resident. Written records shall be maintained containing the pertinent details of each eviction.

## **C9.0 Admission of Additional Members to a Current Household**

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low resident satisfaction. It is with this in mind that this section of the Plan is established. The purpose is not to establish an alternate means of Admissions.
2. Application Procedure - The resident of a household that wishes to add additional members with the exception of a new born child to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

3. Eligibility Criteria
  - A. All new member(s) must be determined eligible in accordance with Section C2.0 eligibility criteria.
  - B. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Section C5.0, Occupancy Standards.
4. Application Denial - The CHA will deny the application for inclusion of additional family member for any of the following reasons:
  - A. The dwelling unit would be overcrowded or would exceed the Occupancy Standards as outlined in Section C5.0.
  - B. Additional members are not related to resident by blood, family make-up, marriage or legal adoption.
  - C. Additional members are prior Residents with balances owed.
  - D. Additional members are prior Residents who have been evicted for criminal or illegal activities.
  - E. Additional members are registered sex offenders.
  - F. Other reasons as determined from time to time by the Executive Director.
5. Additional members which do not require approval of the CHA. The CHA shall not deny approval for any of the following:
  - A. Newborn infants of members currently on the lease.
  - B. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. Examples of situations where the addition of a family or household member is subject to screening are:
  - A. Resident plans to be married and files a request to add the new spouse to the lease;
  - B. Resident is awarded custody of a child over the age which juvenile justice records are available;
  - C. Resident desires to add a new family member to the lease, employ a live-in aide, or take in foster child(ren).

- D. A unit is occupied by a remaining family member (s) under age 18 (who is not an emancipated minor) and an adult, not part of the original household, requests permission to take over as the head of household.
7. Residents who fail to notify the CHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by CHA and the entire household will be subject to eviction.
  8. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on CHA premises that would be a lease violation. Visits of less than three (3) days need not be reported or approved by the Manager. Visits of more than three (3) and less than ten (10) days are permitted provided they are reported to the Manager within 72 hours and authorized by the Manager. Visits of more than fourteen (14) calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of household shall be guilty of a breach of the lease.
  9. In accordance with the lease, roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.
  10. Resident will not be given permission to allow former residents of CHA who has been evicted to occupy the unit for any period of time. Violation of this is grounds for termination of lease.
  11. Family members over the age of 18 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within thirty (30) calendar days of its occurrence.

These individuals may not be re-admitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by CHA in making determinations under this paragraph.

## C10.0 Rent Rules

CHA general rent calculation is 30% of a residents' gross income, with minor income adjustment or 10% of the family's monthly income or the welfare rent. However, the CHA in an effort to encourage self-sufficiency and quality of life improvement has expanded its rent rules to include the following:

### 1. Minimum Rent

CHA's minimum rent is \$50.00 excluding utilities.

There are exemptions from the payment of the minimum rent and those financial hardship circumstances are:

- ✚ The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program.
- ✚ The family would be evicted as a result of the imposition of the minimum rent requirements.
- ✚ The income of the family has decreased because of changed circumstances, including the loss of employment.
- ✚ A death in the family.
- ✚ Other situations as may be determined by the CHA.

In addition, if a resident requests a hardship exemption and the Authority determines the hardship to be of a "temporary nature", the exemption shall not be granted for 90 days. The resident **cannot** be evicted during this 90-day period for non-payment of rent. If the resident can demonstrate that the hardship is long-term, then the Authority must retroactively exempt the resident from the minimum rent for the initial 90 day period.

### 2. Flat Rents

- A. The flat rent is based on the fair market rent (FMR) charged for comparable units in the private unassisted rental market.
- B. The CHA must use a reasonable method to determine the flat rent for a unit. To determine the flat rent, the CHA must consider:
  - a. The location, quality, size, unit type and age of the unit; and
  - b. Any amenities, housing services, maintenance and utilities provided by the CHA.
  - c. The most current FMRs for the PHA's jurisdiction.

- C. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.
- D. If the family chooses to pay a flat rent, the CHA does continue to pay any utility reimbursement if the CHA is responsible for paying the utilities to the utility company no adjustment is necessary when setting flat rents. The flat rent option may be exercised by the family at the time of lease-up or annual re-examination.
- E. The CHA must maintain records that document the method used to determine flat rents, and also show how flat rents are determined by the CHA in accordance with this method, and document flat rents offered to families under this method.<sup>1</sup>
- F. The threshold for over-income families whose incomes are over 120 percent of area median income (AMI) for the most recent two consecutive years. The CHA has the option of either charging the higher of fair market rent for the unit or terminating the tenancy within 6 months for families meeting this threshold.

### 3. Choice of Rental Payment

A family shall have the opportunity annually at their re-exam to elect a flat rent or an income-based rent. The family can switch to an income-based rent during the year only with the permission of the CHA.

The CHA will provide the family with the opportunity to immediately switch to the income-based rent because of the following financial hardships:

- ✚ Income of the family has decreased because of a change in circumstances, loss or reduction of employment, death in the family which resulted in the reduction of or loss of income or other assistance.
- ✚ An increase in the family's expenses for medical costs, child care, transportation, education or similar items.
- ✚ Such other circumstances as may be determined by the Authority.

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<sup>1</sup> Refer to Notice PIH 2014-12 (HA) for complete detailed instructions.

#### 4. Earned Income Disregard

Any family whose income increases from new or greater employment will be disregarded for 24 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard may change from 100 percent to not less than 50 percent increase can be applied to the rent calculation in either year. The disallowance of increased income for an individual family member is limited to a life-time 48 month period.<sup>2</sup>

The earned income disregard applies to the following family members:

- ✚ A family member whose earned income increases during a family self-sufficiency or other job training program.
- ✚ A family member who, during the previous 6 months, was assisted under any Commonwealth Temporary Assistance to Needy Families Program (TANF).
- ✚ A family member who becomes employed after being unemployed for at least one year.

#### 5. Loss of Income from Welfare Work-Related Sanctions

If state or local public assistance benefits are decreased because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the resulting loss of income shall not be entitled to a rent reduction.

### C11.0 Inspections

An authorized representative of the Chicopee Housing Authority will inspect the premises prior to commencement of occupancy. The condition of the premises will be made, all equipment will be provided. An authorized Chicopee Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under Commonwealth law.

### C11.1 Move-In Inspections

The Chicopee Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

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<sup>2</sup> Regulations in effect immediately prior to this Final Streamlining Rule (March 8, 2016) will continue to apply until the benefit period expires for these families

**C11.2 Annual Inspections**

The Chicopee Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Chicopee Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

**C11.3 Preventive Maintenance Inspections**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks and provide other minor servicing that extends the life of the unit and its equipment.

**C11.4 Special Inspections**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Chicopee Housing Authority.

**C11.5 Housekeeping Inspections**

Generally, at the time of annual re-examination, or at other times as necessary, the Chicopee Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

**C11.6 Notice of Inspection**

For inspections defined as annual inspections, preventive maintenance inspections, special inspections, and housekeeping inspections the Chicopee Housing Authority will give the resident at least two (2) days written notice.

**C11.7 Emergency Inspections**

If any employee and/or agent of the Chicopee Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

**C11.8 Move-Out Inspections**

The Chicopee Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

**C11.9 Approval Process for Residents Requesting Permission to Operate a Business in the Unit**

The CHA does not approve or allow residents to operate a business in any unit.

**C13.0 Occupancy by Police Officers**

The CHA may elect to lease units to police officers in any development in which CHA management has determined that such occupancy will enhance security of said development and the residents that reside therein. Under the above circumstances the police officer would receive a local preference and a rent calculation for utilities only. This information is included in the CHA's annual plan.

Police Officer means a person employed on a full-time basis as a duly licensed professional police officer by a Federal, Commonwealth or Local government or by an agency of these governments.

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## CONTINUED OCCUPANCY

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### D1.0 Eligibility for Continued Occupancy

Eligibility for continued occupancy in the CHA communities for only those residents:

1. Who qualify as a family as defined by Federal requirements and this policy (see definition in B1.0).
2. Who conform to the Occupancy Standard established for lower income housing. (See C5.0 Occupancy Standards).
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory.
4. Whose family does not have a record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:
  - A. The health, safety, or welfare of other residents.
  - B. The peaceful enjoyment of the neighborhood by other residents.
  - C. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazards through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who do not have a history of criminal activity which, if continued, could adversely affect the health, safety, or welfare of other residents.
7. Who continue to occupy the housing unit on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty (30) days shall be grounds for termination of the lease.

8. Who are, with the aid of assistance that is available to the family, physically and mentally able to care for themselves and their housing unit and to discharge all lease obligations. A person or persons remaining as a resident of a family may be permitted to remain in occupancy provided that the CHA, in its sole judgment, determines that the remaining person(s) is/are:
  - A. Otherwise eligible for continued occupancy;
  - B. Capable of carrying out all lease obligations including but not limited to rent payment, care of the housing unit, and proper conduct;
  - C. Willing to assume all lease obligations of the prior leaseholder, including all payments under the lease; and/or
  - D. Legally competent to execute a lease in his/her own name. The CHA will not execute a lease with a minor.
9. Who have complied with the community work requirement of 8 hours of community service per month or participated in an economic self-sufficiency program for 8 hours per month.

Exemptions exist for any family member who is:

- ✚ 62 years of age or older
- ✚ Is blind or disabled and is unable to comply or is a primary caretaker of such an individual.
- ✚ Any adult in a family receiving TANF or other state welfare assistance, including state welfare assistance, including a state welfare-to-work program.
- ✚ Any adult who meets a state welfare program's criterion for exemption from work requirements.

## D2.0 Re-Examination

Re-examinations of income and family circumstances are conducted for the following purposes:

1. To comply with the Federal and Commonwealth requirements relating to annual re-examinations.
2. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
3. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards (C5.0).
4. To establish the Total Tenant Payment and the Resident Rent to be charged to the family (C10.0 Rent Rules).

5. Interim re-examination shall be conducted within 30 days of a change in income or family composition. It is the family's responsibility to initiate the process.
6. Interim re-examination is required for the following: transfers; interim rent adjustments; changes in names of head of household or other adult members in the household; and in other special circumstances that affect family composition or income.

### **D2.1 Annual Re-Examinations**

Annual re-examinations are necessary to comply with the Federal requirement that each family have its eligibility re-examined at least every twelve (12) months. Residents will be notified in writing of the requirements for re-examination in sufficient time to allow for the complete processing and verification of data. Failure to complete re-examination is a serious lease violation which will result in the termination of tenancy. Failure to complete re-examination includes:

1. Failure to appear for a scheduled re-certification interview without making prior alternative arrangements with the CHA.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents.
4. Noncompliance for non-exempt members of a household with the community service requirement. However, the CHA will permit the noncompliant family to cure the noncompliance with a signed agreement to make up the hours needed during the next 12 month period. Continued noncompliance shall result in eviction of the entire family unless the noncompliant family member is no longer a part of the household.

### **D2.2 Streamlined Annual Re-Examinations for Fixed Incomes**

A streamlined income determination may be performed for a family member with a fixed source of income by applying to a previously determined or verified source of income a cost of living adjustment (COLA) or interest rate adjustment specific to each source of fixed income. The COLA or current interest rate applicable to each source of fixed income will be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts will be obtained.

### **D2.3 Special Re-Examinations**

If at the time of admission, annual re-examination or interim re-examination, it is not possible to make an estimate of the Family Income with any reasonable degree of accuracy because:

1. Family member(s) are unemployed and there are not anticipated prospects of employment; or

2. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination.

Then a special re-examination will be scheduled on a date determined by the CHA's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the re-examination completed. The special re-examinations are not to replace the annual re-examination (C10.0).

#### D2.4 Interim Re-Examinations

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported in writing within thirty (30) days of their occurrence. No adjustment of rent either upward or downward is to be made except at the time of a regular or special re-examination unless:

1. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved by Management in advance as established in this policy);
2. There is a new source of family income. Changes in family income resulting from increases or periodic increases in government benefits do not have to be reported to on-site Management until annual re-examination, unless the amount of increase is equal to or greater than \$80 per month. However, a family who has had an income reduction between annual re-examinations must report all changes in income regardless of the amount or source within thirty (30) days of their occurrence;
3. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.) (C10.0); and/or
4. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

**Rent increases** shall be made effective the first day of the second month following the month in which the change actually **occurred**, after having given the resident a written thirty (30) day notice.

**Rent decreases** resulting from changes specified in items 1, 2, and 3 above shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by Management. When rent is reduced between re-examinations, the resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of the resident to report in writing all changes as outlined in items 1 and 2 within thirty (30) days of their occurrence.

## D2.5 Processing Re-Examinations

All re-examinations - annuals, specials and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required in C3.0. The CHA will NOT adjust rents downward until satisfactory verification is received.
2. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.
3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy or be allowed to remain if over housed in accordance with the CHA's vacancy reduction policy.
4. All interim changes in resident's rent are to be made by a copy of "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from annual re-certifications shall be incorporated into the lease by a "Notice of Rent Adjustment".
5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the CHA.
6. Interim increases in rent are to be effective on the first day of the month following the month in which the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment. The CHA shall give a thirty (30) day written notice of the increase, unless exempted under the **Public Housing for mixed families**.
7. If it is found that a resident has misrepresented or failed to report facts upon which his/her rent is based so that he is paying less than he should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The resident may be required to pay within seven (7) days of official notification by the CHA or be required to sign and abide by a repayment agreement, the difference between the rent he has paid and the amount he should have paid. In addition, the resident may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation which may result in termination of the lease.

### **D3.0 Re-Examination Dates**

The re-examination date(s) is the effective date of rent changes resulting from the annual re-examination. The re-examination will commence sufficiently in advance to obtain signed Application for Continued Occupancy as may be appropriate and to process to completion.

### **D4.0 Eviction of Families for Drug-Related and/or Criminal Activities**

CHA shall commence eviction proceedings of the resident family for:

1. Any drug-related criminal activity of the resident, household member or guest on or off the premises;
2. When CHA has determined that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Any other criminal activity on or off the premises.
4. If the CHA determines that a household member is a fugitive felon or a paroled violator.
5. If the CHA determines that a household member's abuse or potential abuse of Alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The CHA has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities.

### **D4.1 Eviction of Families Whose Member(s) Do Not Comply With the Community Service Requirement**

The CHA shall commence eviction proceedings of the resident family for non-compliance with the community service requirement of performing 8 hours of community service per month for an Annual requirement of 96 hours.

### **D4.2 Termination by the Chicopee Housing Authority**

The Chicopee Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

1. Nonpayment of rent or other charges;
2. A history of late rental payments;
3. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. Assignment or subletting of the premises;
7. Use of the premises for purposes other than as a dwelling unit (other than for Chicopee Housing Authority approved resident businesses);
8. Destruction of property;
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Non-compliance with Non-Citizen Rule requirements;
11. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Chicopee Housing Authority; and
12. Any other good cause.

The Chicopee Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a Commonwealth sex offender registration program.

#### **D4.3 Termination by Resident**

The resident may terminate the lease at any time upon submitting a 14-day written notice. If the Resident vacates prior to the end of the 14 days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

#### **D4.4 Abandonment**

The Chicopee Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Chicopee Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Chicopee Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The Chicopee Housing Authority will mail a notice of the disposition to the resident and then wait 30 days. Family pictures, keepsakes, and personal papers cannot be disposed of until 30 days after the Chicopee Housing Authority mails the notice of abandonment.

#### **D5.0 Tenancy Preservation Services**

The Chicopee Housing Authority recognizes that many families of low income suffer from educational, societal and/or developmental limitations that affect their ability to successfully compete in the community. The CHA is committed to providing assistance, whenever practical to distressed families in danger of losing their public housing benefit. To that end the CHA (during the Housing Court Process) will refer to the Tenancy Preservation Program and/or The Upstart Program, an agency of the Massachusetts Department of Mental Health, to provide assistance to endangered residents. These services shall be for the purpose of working with families to rehabilitate tenancies prior to termination and to help the families successfully compete in the community.

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# TRANSFERS

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## E1.0 Transfer Policy

Objectives of the Transfer Policy:

- ✚ To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate sized unit.
- ✚ To facilitate humane relocation when required for modernization or other management purposes.
- ✚ To facilitate relocation of families with complete and permanent inability to continue living in a multiple-story housing unit.
- ✚ To eliminate vacancy loss and other expenses due to unnecessary transfers.

## E1.1 Types of Transfers

1. **CHA Initiated** - The CHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management as follows:
  - A. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. The option to transfer fire or disaster victims is open to the CHA; on-site management may review rent paying history, housekeeping, illegal or criminal activities and/or social dysfunction and use these criteria for making the determination to re-house. At CHA, the Executive Director has the ultimate responsibility for providing shelter for victims of fire. If the appropriate sized unit is not available within the same neighborhood, the family may be transferred to an appropriate size unit available at another CHA-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company. If an appropriate size unit is not available CHA-wide, then the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time.
  - B. If a neighborhood is undergoing modernization type work which necessitates vacating housing units, the affected residents will be relocated at the CHA's expense in available vacant units within the CHA.
  - C. To protect a family from reprisals because family members provided information on criminal activities to a law enforcement agency.
  - D. To protect a family whose member(s) have been the victim of a hate crime.

- E. To protect a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - F. To accommodate a member of a family who has mobility or other impairment that makes the person unable to use critical elements of the unit.
  - G. If there is involuntary disposition of the multi-family rental housing development by HUD under Section 203 of the Housing and Community Development Amendments of 1978.
  - H. If determined feasible by management, the CHA will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Executive Director or his/her designee. The CHA may suspend normal transfer procedures to facilitate modernization type activities.
2. **Emergency Transfer for tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking**

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. <sup>1</sup>

### 3. **Transfers for Approved Medical Reasons**

Residents may be transferred from their current housing unit in order to obtain reasonable accommodations of the needs of any resident with disabilities. The Authority may require medical documentation of a resident's condition from a physician or service provider and reserves the right to make its own evaluation of such documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size, reasonable accommodations and type of unit do not exist on the site. All other medical related transfer requests shall be determined solely by the Executive Director or his/her designee.

A resident who desires to relocate on advice of a physician or service provider for reasons other than inability to negotiate stairs may file an application for a different housing unit with the management on site.

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<sup>1</sup> See Appendices, Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

#### 4. Transfers to Appropriately Sized Unit

If Resident's family composition **NO LONGER** conforms to Management's Occupancy Standards for the unit occupied, Management may require the Resident to move into a unit of appropriate size.

This section establishes both that the CHA has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Determination of the correctly size housing unit shall be in accordance with the CHA's Occupancy Standards.
- B. Single persons, elderly and handicapped residents who occupy a one bedroom housing unit will not be required to relocate into an efficiency (O-BR).
- C. Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit is not available on the site.
- D. Management may, at it's discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations. The new household must apply to the CHA for occupancy and be processed through the regular wait list procedures.

#### 5. Transfers for Non-handicapped families living in handicapped designated units.

If the unit leased is a handicapped designated unit and the resident family occupying the unit is not a family with handicapped individuals, the resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

The CHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the CHA may from time to time rent a handicapped designated unit to a family that has no handicapped members. The CHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

This section establishes both that the CHA has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

- A. Transfers to a non-handicapped designated unit will be made within the same neighborhood unless that size unit is not available on the site.
- B. Transfers to a non-handicapped designated unit will be made outside of the same neighborhood if that size unit is not available on the site.
- C. Management, may at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations. For the purposes of determining the priorities for transfers, this type of transfer shall be considered a CHA initiated transfer.

### **E1.2 Priorities for Transfers**

All transfers must be either for approved medical reasons, for relocation to an appropriately sized unit or be initiated by the CHA. No other reasons for transfers will be considered. Within the eligible types, transfers shall be performed over new move-ins according to the following priorities:

1. CHA initiated transfers;
2. Transfers to a single-level housing unit for approved medical reasons;
3. Residents who are under-housed by one or more bedrooms as is consistent with Housing Code enforcement for the City of Chicopee;
4. Residents who are over-housed by one or more bedrooms and not over-housed by the CHA to remedy the vacancy rate;

CHA initiated transfers always have priority over new move-ins. The remainder shall be mixed with new move-ins in a ratio of one transfer to five new move-ins. Within each priority type, transfers will be ranked by date. In transfers requested by residents for approved health reasons or to move to a larger housing unit, the date shall be that on which the changed family circumstances are verified by on-site management. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

### **E1.3 Transfer Procedures**

The CHA staff shall:

- ✚ Determine whether a vacancy is used for a transfer or move-in based on priorities and established ratios.
- ✚ Coordinate actual transfers with other CHA staff.

- ✚ Maintain transfer logs and records for audit.
- ✚ Notify residents with pending transfers as their name approaches the top of the list.
- ✚ Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
- ✚ Issue final offer of vacant housing unit as soon as vacant housing unit is identified.
- ✚ Issue notice to transfer as soon as vacant housing unit is available for occupancy. This notice will give the resident four (4) working days to complete transfer.
- ✚ Process transfer documents.
- ✚ Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- ✚ Inspect both housing units involved in the transfer, charging for any resident abuse.

Only one offer of a housing unit will be made to each resident being transferred. When a person who has requested a single-level housing unit for approved medical reasons declines the offer of such a housing unit, the CHA is not obligated to make any subsequent offers. The CHA will notify the resident in such cases that the CHA has discharged its obligations to the resident, that he/she remains in the housing unit at his/her own risk, and that the CHA assumes no liability for his/her condition.

#### **E1.4 Relocation Cost**

The cost of the transfer generally will be borne by the family in the following circumstances:

1. When the transfer is made at the request of the family or by others on behalf of the family.
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
4. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Chicopee Housing Authority in the following circumstances:

1. When the transfer is needed in order to carry out rehabilitation activities; or

2. When action or inaction by the Chicopee Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### **E1.5 Right of Management to Make Exceptions**

The plan is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

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## FRAUD

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### F1.0 Fraud

The CHA takes the position that:

“Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.”

The CHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered.

Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the resident’s file discloses that the resident made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the housing unit even though he/she may currently be eligible.
3. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the resident’s misrepresentations resulted in his/her paying a lower Resident Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the CHA shall always result in immediate termination of the lease. The CHA reserves the right to demand full payment within seven (7) days.
5. The CHA shall report apparent cases of resident or applicant fraud to the appropriate government agency. It shall be the policy of the CHA to press Commonwealth and Federal authorities for prosecution of cases which, in the CHA’s judgment, appear to constitute willful and deliberate misrepresentation.

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## RENT COLLECTION POLICY

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### G1.0 General Selection

Rent is due on or before the first (1<sup>st</sup>) day of each month and is delinquent after the seventh (7<sup>th</sup>) day of the month. In addition, a \$25.00 late charge will be assessed to the resident. All payments received after 4:00 P.M. shall be dated the next work day, but for delinquency purposes they will have the actual payment date noted on the receipt. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a nonpayment of rent and will incur the late charge.

Maintenance charges and all other charges are due the thirtieth (30<sup>th</sup>) day after notification of the charge (i.e. Work Order copy, letter, etc.). Maintenance charges and other charges, not otherwise mentioned in this policy, appearing on rental accounts are due the thirtieth (30<sup>th</sup>) day following written notification of the charge.

All payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance.

No amount shall be considered too small to issue an eviction warrant.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

### G1.1 Rental Payments after the Delinquency Date

1. The CHA may assess a late charge to all residents, except those residents who have received a waiver, on the delinquency date.
2. Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.
3. No payments will be accepted after the expiration of the eviction notice unless the resident has made a written request for late payment and delay of court action. Such a request has been determined and approved for only those reasons which are genuine emergencies as determined by the CHA management, or upon completion of rent counseling.
4. Thirty days after move-out all charges not paid are sent for collection (outside service).

**G1.2 Procedures after the Expiration of the Termination of the Dwelling Lease**

1. Immediately after the expiration of the lease termination notice, management will issue a demand notice.
2. No payments will be accepted after the debt is turned over to collection.

**G1.3 Retroactive Rent Charges (Repayment Agreement)**

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the resident will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period, not to exceed twenty-four (24) months. Failure to comply with the repayment schedule may subject the Resident to eviction procedures.

**G1.4 Vacated Residents with Balances**

Vacated residents will have thirty (30) days from move-out to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

**G1.5 Returned Checks**

Residents who have issued checks to CHA that were returned for any reason will be required to pay all future obligations by an approved money order.

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# VERIFICATION PROCEDURES

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## H1.0. INTRODUCTION

HUD regulations require CHA to verify the factors of eligibility and Total Tenant Payment/Tenant Rent. Applicants and Tenants must provide true and complete information to CHA whenever information is requested. CHA's verification requirements are designed to maintain program integrity. This Chapter explains CHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. CHA will obtain proper authorization from the family before requesting information from independent sources.

CHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was not obtained as well as the manner in which the eligibility factors were verified.

## H1.2 METHODS OF VERIFICATION AND TIME ALLOWED <sup>1</sup>

CHA will verify information through five methods of verification according to the hierarchy listed below:

1. Enterprise Income Verification (EIV)
2. Third-Party Written Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Certification/Self-Declaration

CHA will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. CHA will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

### 1. Enterprise Income Verification

CHA will utilize Enterprise Income Verification methods, whenever possible as well as any other EIV that might become available to CHA (including a centralized computer matching system).

Third-party verification may continue to be used to complement Enterprise Income Verification.

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<sup>1</sup> [24 CFR Part 5, 960.259]

EIV may be used in lieu of 3<sup>rd</sup> party verifications when there is not a substantial difference between EIV and tenant-reported income. HUD defines substantial difference as \$250 or more per month.

- ✚ If the income reflected on the EIV verification is less than that reflected on the tenant-provided documentation, CHA will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$250 threshold. The income reflected on the EIV verification must not be more than 60 days old.
- ✚ If the income reflected on the EIV verification is greater than current tenant-provided documentation, CHA will use EIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$250 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant supplied documents must not be more than 60 days old.

In cases where EIV data is substantially different than tenant-reported income, CHA will follow the following guidelines:

- ✚ CHA will utilize written third party verification to verify the information
- ✚ When CHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, CHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- ✚ CHA will analyze all data (EIV data, third party verification and other documents; information provided by the family) and attempt to resolve the income discrepancy.
- ✚ CHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If CHA is unable to anticipate annual income using current information due to historical fluctuations in income, CHA may average amounts received/earned to anticipate annual income.

If the tenant disputes EIV SS/SSI benefit data, CHA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

## 2. **Third-Party Written Verification**

Third-party verification is used to verify information directly with the income source. Third-party written verification forms will be sent and returned via first class mail, email, or fax. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

CHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- ✚ Social Security Administration
- ✚ Veterans Administration
- ✚ Welfare Assistance
- ✚ Unemployment Compensation Board
- ✚ City or County Courts

### 3. Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete the Verbal Verification Log, noting with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized CHA must originate the call.

### 4. Review of Documents

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, CHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed.

CHA will accept the following documents from the family provided that the document is an original and does not appear to be tampered or altered.

- ✚ Printed wage stubs
- ✚ Computer print-outs from the employer
- ✚ Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
- ✚ Other documents noted in this Chapter as acceptable verification

CHA will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, CHA will utilize the third party verification.

CHA will not delay the processing of an application beyond two (2) weeks because a third party information provider does not return the verification in a timely manner.

**5. Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification/statement under penalty of perjury.

**H1.3 RELEASE OF INFORMATION<sup>2</sup>**

Each member of the family of an assistance applicant or participant who is at least 18 years of age, and each family head and spouse regardless of age, shall sign the form HUD 9887 & 9887A Release of Information/Privacy Act form In addition each member of the family of an assistance applicant or participant who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms when information is needed that is not covered by the HUD form 9887 & 9887A, Consent for the Release of Information/Privacy Act Notice. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by CHA or HUD.

**H1.4 ITEMS TO BE VERIFIED**

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in the preceding two years.

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<sup>2</sup> [24 CFR 5.230]

Childcare expenses when it allows an adult family member to be employed, to actively seek employment or to further his/her education.

Medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members 6 years of age or older who have been issued a social security number.

All family members under 6 years of age must provide documentation of a social security number within 90 calendar days of the child being added to the household.

“Preference” status, as applicable.

Marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

Before granting a family’s request for rent reduction because of a decrease in benefits, CHA will obtain written verification from the Welfare agency stating that the family’s benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.

## **H1.5 VERIFICATION OF INCOME**

This section defines the methods CHA will use to verify various types of income.

### **1. Employment Income**

Verification forms request the employer to specify the:

- ✚ Dates of employment
- ✚ Amount and frequency of pay
- ✚ Date of the last pay increase
- ✚ Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- ✚ Annual earnings

- ✚ Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification in addition to EIV include:

- ✚ Employment verification form completed by the employer.
- ✚ Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
- ✚ W-2 forms plus income tax return forms.
- ✚ Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income, IRS Form 8121. In cases where there are questions about the validity of information provided by the family, CHA will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

## 2. **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification in addition to EIV include:

- ✚ Benefit verification form completed by agency providing the benefits.
- ✚ Award or benefit notification letters prepared and signed by the providing agency.
- ✚ Computer report electronically obtained or in hard copy.

## 3. **Unemployment Compensation**

Acceptable methods of verification in addition to EIV include:

- ✚ Verification form completed by the unemployment compensation agency.
- ✚ Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- ✚ Payment stubs.

## 4. **Welfare Payments or General Assistance**

Acceptable methods of verification in addition to EIV include:

- ✚ CHA verification form completed by payment provider.
- ✚ Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

- ✚ Computer-generated Notice of Action.
- ✚ Computer-generated list of recipients from Welfare Department.

**5. Alimony or Child Support Payments**

Acceptable methods of verification in addition to EIV include:

- ✚ Copy of a separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules.
- ✚ A notarized letter from the person paying the support.
- ✚ Copy of latest check and/or payment stubs from Court Trustee. CHA must record the date, amount, and number of the check.
- ✚ Family’s self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- ✚ A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- ✚ A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- ✚ A notarized affidavit from the family indicating the amount(s) received.
- ✚ A welfare notice of action showing amounts received by the welfare agency for child support.
- ✚ A written statement from an attorney certifying that a collection or enforcement action has been filed.

**6. Net Income from a Business**

In order to verify the net income from a business, CHA will review IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- ✚ IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: If accelerated depreciation was used on the tax return or financial statement, an accountant’s calculation of depreciation expense computed using straight-line depreciation rules.
- ✚ Audited or un-audited financial statement(s) of the business.
- ✚ Credit report or loan application.

- ✚ Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- ✚ Family's self-certification as to net income realized from the business during previous years.

## 7. Recurring Gifts

The family must furnish a self-certification, which contains the following information:

- ✚ The person who provides the gifts
- ✚ The value of the gifts
- ✚ The regularity (dates) of the gifts
- ✚ The purpose of the gifts

## 8. Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Families claiming to have not income will have to certify to this status monthly when notified by CHA.

## 9. Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be included towards family income. Financial aid, scholarships and grants received by full time students are not family income.

Verification of full time student status includes:

- ✚ Written verification from the registrar's office or other school official.
- ✚ School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

## H1.6 INCOME FROM ASSETS

### 1. Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- ✚ Account statements, passbooks, certificates of deposit, or CHA verification forms completed by the financial institution.

- ✚ Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- ✚ IRS Form 1099 from the financial institution provided that CHA must adjust the information to project earnings expected for the next 12 months.

## 2. Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- ✚ A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- ✚ Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

## 3. Net Rental Income from Property Owned by Family

Acceptable methods of verification include:

- ✚ IRS Form 1040 with Schedule E (Rental Income).
- ✚ Copies of latest rent receipts, leases, or other documentation of rent amounts.
- ✚ Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- ✚ Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

### H1.7 VERIFICATION OF ASSETS

#### 1. Family Assets

CHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- ✚ Verification forms, letters, or documents from a financial institution or broker.
- ✚ Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

- ✚ Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- ✚ Real estate taxes statements if the approximate current market value can be deduced from assessment.
- ✚ Financial statements for business assets.
- ✚ Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- ✚ Appraisals of personal property held as an investment.
- ✚ Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

**2. Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all Certifications and Re-certifications, CHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

**H1.8 VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

**1. Child Care Expenses**

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they charge and receive from the family for their services. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

 Child-Care to Work

The maximum child-care allowed will be based on the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

 Child-Care for School

The HA will compare the number of hours the family member is attending school relative to the number of child care hours to determine the number of child care hours that will be included in the rent calculation.

 Rate of Expense

The HA will survey the local day care providers in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable HOURLY rate. The reasonable rate will be determined based upon the type of care chosen by the family, i.e., center-based or in-home care; Commonwealth provided care or private care.

 Actively Seek Employment

The HA will obtain evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work-related activities will be accepted.

If third party verification is not possible, CHA will review documents provided by the family and/or a notarized statement from the family member attesting to his or her efforts to find employment.

**2. Medical Expenses**

Families, who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

-  Written verification by a doctor, hospital or clinic personnel, dentist, Pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

- ✚ Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- ✚ Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- ✚ For attendant care:
  - CHA will require certification from a qualified professional having knowledge of the person's need for an attendant and who can verify the attendant is necessary as a medical expense.
  - Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- ✚ Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- ✚ Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- ✚ Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. CHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
- ✚ CHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### 3. Assistance to Persons with Disabilities

- ✚ In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

✚ Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

✚ Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

## H1.9. VERIFYING NON-FINANCIAL FACTORS

### 1. Verification of Legal Identity and Familial Relationships

CHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- ✚ Certificate of Birth, naturalization papers (If issued by the Commonwealth of Puerto Rico, it must be issued 2010 or later.)
- ✚ Church issued baptismal certificate
- ✚ Current, valid Driver's license
- ✚ U.S. military discharge (DD 214)
- ✚ U.S. passport
- ✚ Voter's registration
- ✚ Company/agency Identification Card
- ✚ Government issued Identification Card
- ✚ Verification of guardianship is:
  - Court-ordered assignment
  - Affidavit of parent
  - Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- + Certificate of Birth.
- + Adoption papers.
- + Custody agreement.
- + Health and Human Services ID.
- + School records.

If none of these documents can be provided, a third party who knows the person may, at CHA's discretion, provide certification to be used as verification.

**2. Verification of Marital Status (when necessary to determine custody of children)**

- + Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- + Verification of a separation may be a copy of court-ordered maintenance or other records.
- + Verification of marriage status is a marriage certificate.

**3. Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, CHA will consider any of the following as verification:

- + Divorce Decree.
- + Legal separation agreement.
- + Order of protection/restraining order obtained by one family member against another.
- + Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- + Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- + If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

- ✚ If no other proof can be provided, CHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

#### 4. Verification of Change in Family Composition

CHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

#### 5. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

### H1.10 VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while CHA informal review is pending.

#### 1. Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. CHA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

- ✚ United States birth certificate
- ✚ United States passport
- ✚ Resident alien/registration card
- ✚ Social Security card
- ✚ Other appropriate documentation as determined by CHA

**2. Eligible Immigrants who were Participants and 62 or over on June 19, 1995**

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

**3. Non-citizens with eligible immigration status**

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. CHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, CHA must request within ten days that the INS conduct a manual search.

**4. Ineligible family members**

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

**5. Non-citizen students on student visas**

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

**6. Failure to Provide**

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

**7. Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial application. CHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family. CHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial CHA does not supply the documents, CHA must conduct the determination.

## 8. Extensions of Time to Provide Documents

CHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

## 9. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- ✚ Resident Alien Card (I-551)
- ✚ Alien Registration Receipt Card (I-151)
- ✚ Arrival-Departure Record (I-94)
- ✚ Temporary Resident Card (I-688)
- ✚ Employment Authorization Card (I-688B)
- ✚ Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

### H1.11 VERIFICATION OF SOCIAL SECURITY NUMBERS

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- ✚ A driver's license
- ✚ Identification card issued by a Federal, Commonwealth or local agency
- ✚ Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

- ✚ An identification card issued by an employer or trade union
- ✚ An identification card issued by a medical insurance company
- ✚ Earnings statements or payroll stubs
- ✚ Bank Statements
- ✚ IRS Form 1099
- ✚ Benefit award letters from government agencies
- ✚ Retirement benefit letter
- ✚ Life insurance policies
- ✚ Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- ✚ Verification of benefits or Social Security Number from Social Security Administration

If no Social Security number has ever been assigned to a particular family member, the applicant must sign a certification stating that no SSN has been assigned. If a SSN has been assigned to an individual and this individual is not able to produce documentation, the applicant must provide SSN documentation to the owner within 90 days (120 days for those 62 years old or older) from the date on which the applicant certified that the documentation was not available.

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## **VIOLENCE AGAINST WOMEN ACT (VAWA)**

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The Chicopee Housing Authority has been working with the YWCA, Springfield Branch, the New England Farm Workers and the Massachusetts Department of Children and Family Services since the inception of VAWA to help domestic victims apply for and become housing residents in our programs. Preference points are assigned to domestic violence applicants in the federal affordable housing program so they may obtain safe housing.

Through our contract with Valley Opportunity Council, programs are included in our after school and summer programs that promote respect for family members, school mates and neighbors. Anti-bullying programs are offered to the grade school and high school students yearly and Police Programs offer the participants information about domestic violence and how to report the problem when they are aware it is happening.

### **VIOLENCE AGAINST WOMEN ACT (VAWA) Policy**

The CHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

Title VI of the VAWA adds a new housing provision that establishes several categories of protected individuals. Under the law victims of domestic violence, dating violence, sexual assault, and stalking are granted protections and cannot be denied or terminated from housing or housing assistance because of activity that is directly related to domestic violence. 2005 VAWA Pub. L. 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. §1437d (l) and 1435f (d), (0) & 1 and (u)

#### **1.0 Purpose**

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- (a) protecting the safety of victims;
- (b) creating long-term housing solutions for victims;
- (c) building collaborations among victim service providers; and
- (d) assisting CHA to respond appropriately to the violence while maintaining a safe environment for CHA, employees, tenants, applicants, Section 8 participants, program participants and others.

The policy will assist the Chicopee Housing Authority (CHA) in providing rights under the Violence Against Women Act to its applicants, public housing residents, Section 8 participants and other program participants.

This Policy is incorporated into CHA's "Admission and Continued Occupancy Policy" and "Section 8 Administration Plan" and applies to all CHA housing programs.

## 2.0 Definitions

The definitions in this Section apply only to this Policy.

- 2.1 **Confidentiality:** Means that CHA will not enter information provided to CHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in 3.4
- 2.2 **Dating Violence:** 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 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. 42 U.S.C. §1437d (u)(3)(A), § 13925.
- 2.3 **Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Massachusetts, or committed 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 Massachusetts. 42 U.S.C. §1437d(u)(3)(B), § 13925.
- 2.4 **Immediate Family Member:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands *in loco parentis*; or any other person living in the household of the victim and related to the victim by blood or marriage. 42 U.S.C. § 1437d(u)(3)(D), § 13925.
- 2.5 **Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.
- 2.6 **Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. §1437d(u)(3)(C), § 13925.
- 2.7 **Bona Fide Claim:** A *bonafide* claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.

2.8 **Victim:** Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under 3.2 and 3.3 or as requested by CHA.

### 3.0 Certification and Confidentiality

#### 3.1 Failure to Provide Certification Under 3.2 and 3.3

The person claiming protection under VAWA shall provide complete and accurate certifications to CHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, CHA, owner or manager may take action to deny or terminate participation or tenancy. 42 U.S.C. §14371 (5) & (6); 42 U.S.C. § 1437F(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f(o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20) or for other good cause.

#### 3.2 HUD Approved Certification

For each incident that a person is claiming as abuse, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are *bonafide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification.

#### 3.3 Confirmation of Certification

A person who is claiming victim status shall provide to CHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) the professional's belief that the incident(s) in question are *bonafide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

#### 3.4 Confidentiality

CHA, the owner and managers shall keep all information provided to CHA under this Section confidential. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) the victim request or consents to the disclosure in writing;
- (b) the disclosure is required for:
  - (i) eviction from public housing under 42 U.S.C. §1437 l(5)&(6)(See Section 4 in this Policy)

- (ii) termination of Section 8 assistance under 42 U.S.C. §1437f(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f (o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20)(See Section 4 in this Policy); or (c) the disclosure is required by applicable law.

**4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy**

- 4.1 CHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.
- 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 4.3 Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 4.4 Notwithstanding Sections 4.1, 4.2, and 4.2, CHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d(l)(6)(B)
- 4.5 Nothing in Sections 4.1, 4.2, and 4.3 shall limit the authority of CHA, an owner or manager, when notified, to honor court orders addressing rights of access to 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 members when the family breaks up.
- 4.6 Nothing in Sections 4.1, 4.2, and 4.3 limits CHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However CHA, owner or manager may not hold a victim to a more demanding standard.
- 4.7 Nothing in Sections 4.1, 4.2, and 4.3 limits CHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the CHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- 4.8 Nothing in Sections 4.1, 4.2, or 4.3 limits CHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

- 4.9 A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.

## **5.0 Actions Against a Perpetrator**

The CHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing CHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) providing identifying information listed in 3.2; and (f) other reasonable measures.

## **6.0 CHA Right to Terminate Housing and Housing Assistance Under this Policy**

- 6.1 Nothing in this Policy will restrict the CHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the CHA, owner or manager that such a claim is false.
- 6.2 Nothing in this Policy will restrict the CHA right to terminate tenancy if the victim tenant (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the victim tenant allows a perpetrator who has been barred from CHA property to come onto CHA property including but not limited to the victim's unit or any other area under their control; or (c) if the victim tenant fails to cooperate with an established safety strategy as designed by a local victim support service provider (see 7.2).
- 6.3 Nothing in this Policy will restrict the CHA right to terminate housing and housing assistance if the victim tenant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

## **7.0 Statements of Responsibility of Tenant Victim, the CHA to the Victim, and to the Larger Community.**

- 7.1 A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The CHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence.

- 7.2 CHA recognizes the pathologic dynamic and cycle of domestic violence and a victim of domestic violence will be referred to local victim support service providers to help victims break the cycle of domestic violence through counseling, referral and development of a safety strategy.
- 7.3 A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the safety strategy or plan to best of victim's ability and reason under the circumstances. Failure to do this may be seen as other good cause.
- 7.4 All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

#### **8.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.**

CHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

- 8.1 If the CHA, owner or manager knows that an applicant to or participant in a CHA housing program is the victim of dating violence, domestic violence or stalking, the CHA, owner or manager shall inform that person of this Policy and the person's rights under it.

#### **9.0 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.

#### **10.0 Reporting Requirements**

CHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. CHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

#### **11.0 Conflict and Scope**

This Policy does not enlarge CHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another CHA policy such as its Statement of Policies, this Policy will control.

## 12.0 Amendment

The Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Executive Director signs the amendment.

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## APPENDICES

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Appendix A Grievance Procedures

Appendix B Pet Policy

Appendix C Flat Rent

Appendix D Community Service

Appendix E Model Emergency Transfer Plan For Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

Appendix F Non-Smoking Policy