

HOUSING AUTHORITY OF THE CITY OF BEVERLY

ADMISSION AND OCCUPANCY POLICY

ADOPTED: OCTOBER 19, 2005

HOUSING AUTHORITY
OF THE
CITY OF BEVERLY
101 MAGNOLIA STREET
BEVERLY, NEW JERSEY
08010

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THE HOUSING AUTHORITY OF THE CITY OF BEVERLY
STATEMENT OF OCCUPANCY POLICY
ADOPTED MARCH 24,1998

1. INTRODUCTION

This policy was developed and adopted in accordance with the Civil Rights Act of 1964 and through applicable rules and regulations promulgated by the Department of Housing and Urban Development (HUD), New Jersey Statutes, Local Ordinances and by Housing Authority Resolutions.

This policy outlines HUD directives and lists local discretionary policies and procedures for use by the Housing Authority (HA).

2. RULES, REGULATIONS AND LOCAL POLICIES

Policy and policy changes will be submitted to the HUD Area Office for review and approval as necessary.

Rules, regulations and policies may be adopted, updated or changed as required by current requirements. The Authority shall give at least 30 days written notice to each affected tenant, setting forth the proposed modification, the reason therefore and providing the tenant an opportunity to present written comments that shall be taken into consideration by the Authority prior to having such change taking effect.

A copy of such notice shall be:

(a) Delivered directly or mailed to each tenant; or

(b) Posted in at least three (3) conspicuous places within each structure of building in which the affected dwelling units are located, as well as in a conspicuous location in the Authority's Office, or if none, a similar central business location within the project.

(c) All policies shall be adopted by the Housing Authority Board of Commissioners with a resolution. Copies of Policies, rules and regulations shall be available in the Authority's Office and shall be furnished to applicants or tenants on request with ample notification of the request and in accordance with NJ 47:1A-1 and/or applicable New Jersey Administrative Codes.

3. RECEIPT AND INITIAL PROCESSING OF APPLICATIONS

The Authority must obtain a written application, signed by the head of household of the family unit, which must contain all data and information necessary to enable the Authority to insure the applicants meet all requirements for admission. All household members over the age of 18 must sign form HUD 9887-A. Failure to provide all information required by the Authority will result in the application being denied. All applications taken will be dated and time stamped and kept under the Authority's control.

During periods when application taking is suspended, the Authority will continue to inform potential applicants of requirements. A list will be kept of all persons desiring to be notified when applications reopen. The list will include name, address and telephone number of interested persons.

All applications, prior to determination of eligibility or ineligibility, shall be entered in chronological order in a master application listing. Such a listing will, at a minimum, include the applicant's name and the date the application was received by the Authority.

4. CONDITIONS GOVERNING ELIGIBILITY

Eligibility for Admission: This Authority will admit as tenants of low income projects, applicants who, at the time of admission, meet all the following requirements:

(a) Who qualify as a family (see definition), and

(b) Whose family income, as defined in Section 23-F does not exceed the currently Established income limits for admission.

(c) Whose total family assets do not exceed the amounts set forth in Exhibit O, unless the Authority decides that a family's assets, together with its income, are not sufficient for it to obtain or retain adequate private housing. This determination, is subject to approval by the Board of Commissioners or their Agent.

5. VERIFICATION OF INFORMATION

All information from each applicant will be verified. Any information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file. This may include reports of interviews, letters or telephone conversations with reliable sources. As a minimum, these reports will include the date, the source of the information, including the name and title of the individual contacted and a brief narrative of the information received.

Sources of information may include, but are not limited to; the applicant (interview and home visit), landlords, employers, credit bureau, family social workers, parole officers, court records, drug treatment centers, clinic, physicians or police department where necessary.

Methods of Verification of Information:

(a) Income: Income is the most important factor in determining a family's eligibility for housing and is probably the most likely item that will be subject to error or misrepresentation. In view of this, the Authority has established firm and in depth methods of verifying income and deductions, such as; third party verification through employers or public agencies, or review of documentation provided by the applicant such as benefit checks, income tax returns, etc. The Authority's records shall include copies of the verifying documents. The Authority may not copy checks issued by the United States Government.

(b) Assets: Verification of saving and checking accounts from banks, financial organizations, newspaper stock quotes, local government assessed property value, tax returns, etc.

(c) Family size and composition: The Authority will rely on the declarations of the applicant relative to family size, composition and the relationship among the family members.

(d) Age of Family members: Proof of birth is required when it is the sole factor for determining eligibility for minor exemptions, otherwise the applicant's declaration may be accepted.

(e) Displacement status: This corroborating data may be obtained from the source of the displacement entity.

(f) Handicap or Disability: A physician's certificate verifying the handicap or disability when it is a factor in determining eligibility and rent. Confirmation in writing by a hospital, welfare agency, vocational rehab agency or the Social Security Administration is acceptable.

(g) Full verification of rent paid. If rents are paid to a family member, proof that renter is claiming such rent as income on state and federal taxes. Failure to provide this verification will result in the applicant being denied for amount of rent paid.

6. NOTIFICATION OF APPLICANT

All applicants shall be notified of their eligibility or ineligibility by the Housing Authority. The applicant, head of household on the application, that is determined to be ineligible shall be notified in writing of such determination. They will be informed of the reason therefore, and of his/her rights, upon their request in writing within fourteen days of such notice, to an informal hearing on the decision in order to make such reply or explanation as they may choose to provide. Applicants determined to be ineligible and/or who are withdrawn for any reason, will be removed from the active file permanently. These applicants may reapply after a six (6) month waiting period with date effective from the input date.

7. PREFERENCES IN SELECTION OF TENANTS

Tenants will be selected from among eligible applicants for dwelling of given sizes as allowed by pertinent directives.

The Housing Authority has a local preference policy as noted in the next section "LOCAL PREFERENCES." When the HA gives a local preference, the admission is counted against the local preference limit applicable at that time if any, regardless of whether the applicant may qualify for any preference that may be in force at that time.

LOCAL PREFERENCES

The only preferences currently in use are local preferences which are listed below.

-----Local preferences may be established by a HA for use in selecting among applicants. For example, if a HA adopts a local preference for veterans, a veteran would be admitted ahead of a non-veteran.

Applicants may be admitted based on their local preferences. The following listed local preferences are authorized for use at this HA with an award of points as shown

- (a) Residents of Beverly – 6 months or more – 100 points
 - (b) Working family units –6 months or more – 100 points
 - (c) Senior citizens (100 points)
 - (d) Disabled (50 points)
 - (e) Veterans (10 points)
- 1. Any single parent who has a current work history of at least six consecutive months, with minor or school age children, and who is the only adult in the family unit will receive 100 points.
 - 2. Any family unit with more than one adult family member with minor or school age children will be given points as follows:

The Head of Household who has a current work history of at least six consecutive months of work=100 points.
 - 3. Any family unit with more than one adult family member and no minor or school age children will be given points as follows:

The Head of Household who has a current work history of at Least six consecutive months of work=100 points.
 - * 4. Any family unit with an earned income retirement will be considered as a working family and be accorded the same treatment listed in #1, #2 and #3 above.

These preferences will be exercised only to the extent that they do not impede the objective of Title VI of the Civil Rights Act of 1968 and to the goals related to housing families with a broad range of incomes

8. TENANT SELECTION CRITERIA

The following criteria will be used in selecting families for occupancy in units of the Housing Authority of the City of Beverly beyond the basic conditions governing eligibility:

- (a) Applicant's past performance in meeting financial obligations, especially rent.

(b) History of Recent Serious Criminal Activity, which includes cases in which a member of the family who is expected to reside in the household was/is engaged in prostitution, sale of narcotics, serious criminal activity, provided that such involvement will not be grounds for ineligibility if the activity occurred more than five years ago.

(c) Pattern of Violent Behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.

(d) Confirmed Drug Addiction, this must be confirmed drug addiction, such as a record of one arrest for possession or use of heroin or other addictive narcotics or reports from a probation officer, a social agency or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible.

(e) Rape or sexual Deviation – Includes individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.

(f) Grossly Unsanitary or Hazardous Housekeeping that 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 verified that the family is responsible for the condition; seriously affecting other tenants by causing infestation, foul odors, depositing garbage; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency report that the family shows potential for improvement, decision as to eligibility shall be reached after referral with the recommendation by the Social Service Division of that Agency. This category does not include families whose housekeeping is found to be superficially unclean or to lack orderliness, where such conditions do not create a problem for neighbors.

(g) Record of Serious Disturbance of Neighbors. Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior that endangers the life, safety or welfare of other persons by physical violence, gross negligence or irresponsibility that damages the equipment or premises in which the applicant resides: or that are seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes neglect of children that endangers their health, safety or welfare; judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct; or alcoholism or frequent loud parties, which have resulted in serious disturbance of neighbors.

(h) In the event of receipt of unfavorable information with respect to an applicant, Consideration shall be given to the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For Example:

1. Evidence of rehabilitation.
2. Evidence of applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such program.
3. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

9. ASSIGNMENT POLICIES

Tenants will be assigned to dwelling units in accordance with this Plan to insure that applicants are afforded equal opportunity and nondiscrimination on the grounds of race, color, sex or national origin.

- (a) If a vacancy exists, the applicant shall be offered said unit, If the applicant rejects the vacancy offered, he/she shall be moved to the bottom of the eligible applicant list and a record made of the refusal. If the applicant rejects a second vacancy, he/she will be taken from the applicant list.
- (b) If the applicant is willing to accept a unit that is offered but is unable to move at the time of the offer and presents clear evidence of their hardship to move, to the Local Authority's satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing their name at the bottom of the eligible applicant list.
- (c) If the applicant presents to the satisfaction of the Local Authority clear evidence that acceptance of a given offer of a unit will result in undue hardship or burden which is not linked to considerations of race, color or national origin, but due to the fact that the applicant would not be able to get to their employment, children's day care and like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing their name at the bottom of the eligible list.

10. RENTS

(a) Rents shall be calculated in accordance with HUD directives that provides the implementation schedules and rates for determining rents. The Authority will complete the Certification and Re-certification of Tenant Eligibility, Form HUD 50058 and provide a copy to the tenant.

11. OCCUPANCY STANDARDS

The following schedule will be used to provide guidance in determining the number of bedrooms to accommodate a family of a given size;

NUMBER OF BEDROOMS MINIMUM PERSONS MAXIMUM PERSONS

1	2	2
2	2	4
3	4	6

Dwellings will be so assigned that, except possibly in the case of infants or very young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom. Over/under transfers to other dwelling units shall be made without regard to race, color or national origin as follows:

- (a) Tenants shall not be transferred to a dwelling unit of equal size except for alleviating hardships as determined by the Executive Director or his designee.
- (b) Transfers within projects shall be made to correct occupancy standards.

12. LEASING OF DWELLING UNITS

- (a) A lease agreement shall be signed by both Husband and Wife if applicable, or the head of household of each family unit accepted as tenants and by the Executor Director or his designee prior to the family's admission. A copy will be given to the tenant and the original to be retained in the Tenant's file.
- (b) If a tenant family transfers from one dwelling unit to another, a new lease shall be executed for the new dwelling unit to be occupied.
- (c) If, through any cause, a signer of the lease ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by a remaining member of the family who can qualify as a lessee provided such person meets the requirements and provided the family is otherwise eligible for continued occupancy.
- (d) During tenure of a Lease Agreement, changes in rent or family composition shall be administered in accordance with the completed lease agreement:
 - 1. Changes in rent will be made by proper notice to the tenant, dated and signed by both tenant and the Authority. It is the responsibility of the tenant to report to the HA office to sign required paperwork promptly after notification and such rent modifications shall become part of the existing lease. Failure to properly execute required paperwork by tenant will result in the new rent being applied without signature of tenant when the new rent was to take affect.
 - 2. Changes in family composition must be entered into the Application for Admission or for continued occupancy, which ever is later.

(e) If an unauthorized boarder is known to be in a dwelling unit, the Head of Household is responsible to come into the HA office and claim the boarder's income and substantiate the income, which is to be used to recalculate the rent due. This will include any or all boarders, regardless of the length of the stay in the dwelling unit. If the head of household fails to cooperate and have the income added from the boarder to the rent due, it will result in eviction from the Housing Authority.

13. TRANSFERS

Transfers will be made without regard to race, color or national origin. Transfers will be made to alleviate overcrowding and the under utilization of space. The Authority shall maintain a transfer list which shall include the date the need for a transfer was evidenced by the Authority. Transfers within a project are mandatory

14. REGULAR RE-EXAMINATION OF TENANTS

(a) Once each year the status of each tenant family is to be re-examined in accordance with the Authority's re-examination schedule. If information is received that requires a reexamination out of cycle, it will be completed as necessary.

(b) In order to fit new tenants into the reexamination schedule, the first reexamination may be conducted in a period of less than twelve (12) months.

(c) Each tenant family is to be notified in writing of any change required in rent or unit occupied and of any misrepresentation or lease violation revealed by the reexamination and the corrective action to be taken. They are required to correct any wrong information or they may face eviction and/or new rent will be assessed based on information received from authorized sources without notice.

(d) Failure by the dwelling unit residents to provide necessary documents to re-certify, in accordance with applicable directives, will be grounds for termination of the lease and eviction from the HA.

15. SPECIAL RE-EXAMINATION OF TENANTS

(a) If it is not possible at the time of admission or regular reexamination of a tenant family to determine annual family income with a reasonable degree of accuracy, a temporary determination of income and rent is to be made and a special re-examination scheduled within 30, 60 or 90 days, depending upon the family's circumstances. The tenant is to be notified in writing of the date of the special re-examination.

(b) If annual family income can reasonably be estimated at the time scheduled, the re-examination is to be completed and actions taken as appropriate. If a reasonable anticipation of annual family income cannot be made, another special re-examination is to be scheduled.

16. ELIGIBILITY FOR CONTINUED OCCUPANCY

(a) In order for a family to be considered eligible for continued occupancy, they must:

1. Have satisfied all rents and debts owed to the HA or have entered into a repayment agreement as allowed by the HA.
2. Fulfilled all obligations as outlined by the Dwelling Lease.
3. The Authority cannot commence eviction or refuse to renew a lease, based on the income of the family.

17. INTERIM ADJUSTMENTS OF RENT

Rents shall be fixed at the time of admission and annual reexamination and will remain in effect for the period between regular rent determinations, unless during such period:

- (a) Loss or addition of family member.
- (b) Receipt or discontinuance of welfare, social security, S.S.I. or Unemployment benefits.
- (c) Any family member over the age of 18 obtains new or additional employment or loses employment.
- (d) Any tenant over 18 year of age has an increase in wages or income.
- (e) Gain or loss of family member qualifying as a full time student.

No interim rent adjustment resulting in a decrease in rent will be made, unless requested from the HA with a verifiable statement of the facts supporting the adjustment. If such request is received in the management office prior to the 25th day of the month, the adjustment will be made effective the first day of the following month, **if verifications can be achieved**. It is the tenant's responsibility to provide all necessary documents to the HA office to verify income loss. Otherwise, the adjustment will be made effective the first day of the second month after verification. If no verification is provided, no rent adjustment can be made. In case of a rent increase, the adjustment will become effective the first of the second month following the reported change or effective date of change. All tenants are required to provide documents showing income increases and to permit verification of the increase in a timely manner for the adjustment of rent. **If the Tenant fails to report any income increase change within ten (10) days of its occurrence**, the rent will then be charged retroactively to the date of income change.

Tenants will be notified in writing of any resultant rent adjustment, and such notice will state the effective date of such adjustment unless it falls under the purview of Paragraph 14 (c) above.

If the Authority determines that the tenant has misrepresented the facts upon which the rent is based, any increase in rent will be retroactive to admission or the prior year reexamination date, whichever is appropriate. The HA may require all past due rents, owed as a result of failure to report income, be payable upon demand in a lump sum payment.

Interim reexamination will be conducted as necessary in accordance with changes in program requirements or administrative procedures.

18. NON-RENTAL CHARGES

The Authority shall establish non-rental charges and periodically update such charges as necessary.

- (a) Charges for damages
- (b) Fees for late rent according to lease addendum, legal fees and court costs
- (c) Lock out fee: \$20.00 after normal work hours.

19. RENT COLLECTION

Rent and or additional charges must be paid by personal check, money order, or bank check. Cash will not be accepted for any payment due to the Housing Authority.

20. HOUSE RULES

The Authority shall establish reasonable House Rules as may be required for the safe and efficient operation of the HA.

21. LEASE TERMINATION AND/OR EVICTION

- (a) Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the Authority's Grievance Procedure.
- (b) A written record of every eviction shall be maintained by the Authority and shall contain the following information:
 - 1. Name of tenant and identification of unit occupied.
 - 2. Date of notice to vacate
 - 3. Specific reason(s) for notice to vacate. For example, if a tenant is being evicted because of undesirable action, the record should detail the actions which resulted in the determination that eviction should be instituted.
 - 4. Date and method of notifying tenants, with summary of any conference with tenant, including names of conference participants.

5. Detailed summary of any grievance or appeal processed and resolved pursuant to the Authority's Grievance Procedure.

22. GRIEVANCE PROCEDURES

- (a) Notice of termination to the tenant shall state reasons for the eviction and shall inform the tenant of the right to make such reply as he may wish and of their right to request a hearing in accordance with the Authority Grievance Procedure.
- (b) A written record of every eviction shall be maintained by the Authority and shall contain the information required by Paragraph 21.

23. DEFINITION OF TERM

A. INCOME LIMITS

- (a) Adjusted Income: Annual income less:

1. \$480.00 for each qualified dependent.
2. \$400.00 for any elderly family.
medical expenses in excess of three percent of annual income for any elderly family.
3. Reasonable child care expenses that are **documented and verifiable**.

- (b) Annual Income

1. Annual income is the anticipated total income from all sources received by all members of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non recurring or sporadic as defined in paragraph (d) of this definition and exclusive of certain other types of income specified in paragraph (e) of this definition.

- (c) Income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages, 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 (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used to determine the net income from a business);
3. Interest, dividends and other net income of any kind from real or personal property (for this purpose expenditures for amortization or

capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000.00, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security annuities, insurance policies, retirement funds, pension, death or disability benefits and other similar types of periodic receipts, including lump sum payments for the delayed start of a periodic payment;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensations and severance pay.

6. Welfare assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
- b. The maximum amount that the Welfare Assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is notably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts received from persons not residing in the dwelling;

8. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the family, the spouse, or other person whose dependents are residing in the unit.

9. Any earned income tax credit to the extent it exceeds income tax liability.

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

1. Casual, sporadic or irregular gifts;
2. Amounts that are specifically for or in reimbursement of 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 and settlement for personal or property losses.
4. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid to a veteran, for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income.
5. The hostile fire pay to a family member in the Armed Forces away from home and exposed to hostile fire.

(a) Income does not include:

1. Income from employment of children (including foster children under the age of 18 years.
2. Payments received for the care of foster children.
3. Amounts specifically excluded by another Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance program that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
 - a. Relocation payments made under Title II of the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42U.S.C. 4621-4638);
 - b. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act 1977 (7 U.S.C., 2011-2029);
 - c. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993);
 - d. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - e. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459 (e));

- f. Payments or allowances made under the Department of Health and Humans Services' Low-income Home Energy Assistance Program (42 U.S.C. 8621-8629);
- g. Payment received from the Job Training Partnership Act (29 U.S.C. 1552 (b));
- h. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L.94.540, 90 Stat. 2503-2504);
- i. The first 42,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of the Interior (25 U.S.C. 117).

(b) If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

B. CHILD CARE EXPENSE

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.

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.

C. 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 disabled person or handicapped person or is a full time student.

D. DISABLED PERSON

A person who is disabled as defined in Section 223 of the Social Security Act, or in Section 102 (5) of the Developmental Disabilities Services & Facilities Construction Amendment of 1970. (42 U.S.C. 423 U.S.C.2691 (1) respectively). Section 223 of the Social Security Act defines Disability:

(a) Inability to engage in any substantial activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

- (b) In the case of an individual who has reached age 55 and is blind (within the meaning of “Blindness” as defined in Section 416 (i) (1) of the title. Inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity

in which he/she has previously engaged with some regularity and over a substantial period of time. Section 102 (5) of the Developmental Disabilities Service and Facilities Construction Amendments of 1970 defines disability as:

....A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required by mentally retarded individuals, which disability originates for such individual indefinitely, and which constitutes a sub-handicap to such individual.

E. DISPLACED FAMILY

A person or family who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a natural disaster or otherwise formally recognized disaster pursuant to Federal Relief Law.

F. ELDERLY FAMILY

A family whose head or spouse (or sole member) is a person who is an elderly, disabled or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care or well being.

G. ELDERLY PERSON

A person who is at least 62 years of age.

H. FAMILY

Family means:

- (a) Two or more persons sharing residency whose income and resources are available to meet the families needs and who are either related by blood, marriage or operation of law, or have evidenced a stable family relationship;

(b) An elderly family or single person as defined in this section;

(c) The remaining member of a tenant family, and

(d) A displaced person.

I. 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 educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

J. HANDICAPPED PERSON

A person having a physical or mental impairment that:

(a) Is expected to be of long continued and indefinite duration,

(b) Substantially impedes his/her ability to live independently,

(c) Is of such nature that such ability could be improved by more suitable housing conditions.

K. HEAD OF HOUSEHOLD

The family member who is held responsible and accountable for the family.

L. LOWER 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 what such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

M. MEDICAL EXPENSES

Those 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 and for which receipts will be available.

N. MONTHLY ADJUSTED INCOME

One twelfth of annual income.

O. NET FAMILY ASSETS

Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land and excluding equity accounts in HUD Home 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 an asset so long as fund continues to be held in trust.) Any income distributed from the trust fund shall be counted when determining annual income.

The determination of Net Family Assets shall include the value of any assets disposed of by an applicant or tenant 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 reexamination, 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 the fair market value if the applicant or tenant received important consideration not measurable in dollar terms.

P. NON-IMMIGRANT-ALIENS

An alien who has no intention of abandoning his/her foreign residence, who is admitted temporarily to the United States in order to pursue a course of study at an established institution designated by the alien and approved by the Attorney-General. The status of the non-immigrant alien also applies to the alien spouse and minor children of the alien student.

Q. PUBLIC HOUSING AGENCY (PHA)

Any State, County, Municipality or other governmental 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.

R. MILITARY PERSONNEL

A person currently in the active military service of the United States.

S. SINGLE PERSON

A person living alone or intending to live alone and who does not qualify as elderly, family or displaced person as defined in this section; or the remaining member of a tenant family.

T. TENANT RENT

The amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent. Tenant rent equals total tenant payment less the utility allowance.

U. TOTAL TENANT PAYMENT

The monthly amount calculated in accordance with 913.107. Total tenant payment shall be the highest of the following, rounded to the nearest dollar:

(a) 30 percent of adjusted monthly income; or

(b) 10 percent of total monthly income.

V. UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels. Telephone and television service is not a utility charge.

W. UTILITY ALLOWANCE

If the cost of utilities (except telephone) and other essential housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other service for the unit by an energy conservation household of modest means consistent with the requirements of safe, sanitary and healthful living environment.

24. COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS

Community service is defined by HUD as “performance of voluntary work or duties That are a public benefit, and that serve to improve the quality of life,, enhance resident self-sufficiency, or increase self-responsibility in the community.” Community service is not employment and may not include political activities.

HUD’s Community Service and Economic Self-sufficiency requirements mandate that each non-exempt adult household member (18 years or older) shall wither contribute eight hours each month of community service within their community, or participate in an Economic self-Sufficiency program for eight hours per month.

25. SMOKE-FREE POLICY [24 CFR Subpart G]

A. OVERVIEW

PHA’s must establish and maintain a smoke-free environment for the public housing properties they own and maintain according to HUD regulations. This section sets the definitions and terms of that policy.

B. DEFINITIONS

The term “smoking” means inhaling, exhaling, breathing or carrying any lighted or heated cigar, cigarette, pipe or water pipe (hooka) or any other tobacco product or plant product (e.g. marijuana) in any manner or in any form, Smoking also includes the use of an electronic cigarette.

The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances t the user as she/he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars or e-pipes or under any product name.

C. PHA POLICY

Smoking is not permitted in PHA buildings, including within any apartment, administrative or maintenance space or with 25 feet of any PHA building. Effective July 1, 2018, all current residents, all employees and all guests and all new residents of the PHA will be subject to this policy.

As leases are renewed beginning with lease renewals effective July 1, 2017, tenant leases will contain the prohibition on smlking contained in this policy. Tenants will be given a copy of this policy and will sign that they have received it and are knowledgeable regarding the contents of the policy.

Any deviation for the smoke-free policy by any tenant, a member of the tenant’s household or a guest of the tenant will be considered a lease violation.

A lease violation notice will be sent for the first violation of this policy. A second lease violation notice will be sent for the second violation of this policy. A third violation notice will be sent for the third violation of this policy and will be considered a repeated violation of the material terms of the lease and will result in an eviction notice.

Each violation notice will carry an assessment of \$100 for violation of this notice.

