



RENTON HOUSING AUTHORITY

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The mission of the Renton Housing Authority is to provide decent, quality, affordable housing in a safe environment to people with low incomes who make Renton their home. Through partnerships with our clients, service providers and other groups, we will responsibly increase and enhance our housing programs while providing opportunities for those we serve to become self-sufficient.

ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP) **2016 DRAFT**

INCLUDING TENANT SELECTION AND PLACEMENT POLICIES

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Renton Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of Renton Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. Renton Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, sexual orientation, gender identity, religion, national or ethnic origin, familial status, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Renton Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, Renton Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Renton Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

Renton Housing Authority will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. Renton Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Renton Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Renton Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Renton Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Each housing assistance application will provide every applicant with the opportunity to indicate disability status and request a reasonable accommodation if needed and desired.

Notifications of recertification, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, Renton Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Renton Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Renton Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? Renton Housing Authority's business is housing. If the request would alter the fundamental business that the Renton Housing Authority conducts, that would not be reasonable. For instance, Renton Housing Authority would deny a request to have Renton Housing Authority do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Renton Housing Authority

may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is they need; however, Renton Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Renton Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Renton Housing Authority's programs and services, the Renton Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Renton Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Renton Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, Renton Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP) and the RHA LEP ACCESS PLAN (LAP) OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided for Renton Housing Authority (RHA) programs. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

The Renton Housing Authority policy incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

Renton Housing Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For

the purposes of this Administrative Plan, LEP persons are RHA applicants, tenants, program participants, and parents and family members of applicants and clients.

In order to determine the level of access needed by LEP persons who speak a particular language, RHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to RHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on Renton Housing Authority.

SERVICES FOR NON-ENGLISH SPEAKING AND LIMITED ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS: RHA Policy

Renton Housing Authority is committed to complying with applicable Federal, State and local laws regarding provision of services to non-English and limited English speaking applicants and participants.

Renton Housing Authority will, at a minimum, take the following actions:

ORAL INTERPRETATION

In a hearing, or situation in which health, safety, or access to important benefits and services are at stake, RHA will generally offer, or ensure, that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

Where feasible, RHA will make every effort to hire and have bilingual staff or access to people who speak languages other than English, to assist non-English-speaking families. RHA utilizes Pacific Interpreters to conduct telecommunication in-office and field interpretation if a multilingual staff person is not available to provide translation services.

WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language. In order to comply with written-translation obligations, RHA will take the following steps:

Renton Housing Authority will provide written translations of vital/key documents in accord with materials supplied by HUD, the City of Renton, and other compatible service providers.

WAITLIST

RHA will publish outreach and application materials for Waitlist openings in any language as may be requested if oral interpretation proves inadequate or infeasible in due to the volume of requests.

In addition, Renton Housing Authority will make available multi-lingual resource directories to the public for local services. The languages for translation and the volume of materials available will be planned for in consultation with the City of Renton, local community-based organizations and an analysis of Census data.

RHA will utilize local nonprofits, service providers, as well as faith-based organizations to ensure information on Waitlists' openings reaches as many limited English proficient persons as possible.

DEVELOPMENT AND IMPLEMENTATION of the LEP ACCESS PLAN (LAP)

If it is determined that Renton Housing Authority serves relatively or proportionately few LEP persons through its federally funded housing programs, and RHA has very limited resources, Renton Housing Authority will measure the development of its written LAP and dedication of resources accordingly.

Meanwhile, Renton Housing Authority will consider alternative ways to articulate in a reasonable manner in a thoughtful effort to provide meaningful access for all. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be invited to participate and provide input into the RHA processes.

After deciding what language assistance services are appropriate, RHA shall determine the extent to which it is necessary to work to address the identified needs of the LEP populations it serves.

The absence of written translated materials for any one LEP language does not obviate RHA's underlying obligation to ensure meaningful access by LEP persons to RHA's programs and services.

Renton Housing Authority is determined to be successful through the following five steps: (1) identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LAP.

Additionally, if it is determined an adverse action is related to a family's limited ability to understand English, such action may be delayed pending adequate translation and opportunity to then remedy the problem for up to 30 calendar days.

4.0 FAMILY OUTREACH

The Renton 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, Renton Housing Authority website www.rentonhousing.org, by emailing notices to partnering service agencies with minority networks, and by other suitable means.

To reach people who cannot or do not read the newspapers; the Renton Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Renton Housing Authority will also try to utilize public service announcements.

Renton 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.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant 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 tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the Renton 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:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TTY Relay numbers, and Tenant Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. The Notice of Nondiscrimination on the basis of disability
- M. Any current Renton Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing and Project-based Programs will be required to complete an application for housing assistance. Applications will be accepted when the Low Income Public Housing and Project-based waitlists are open and must be made online at: www.rentonhousing.org.

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

When the waitlist is open, completed applications will be accepted from all applicants. Renton Housing Authority will later verify the information in the applications relevant to the applicant's eligibility and admission.

The Renton Housing Authority computer software program will assign a date and time to the application as it is electronically submitted.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Renton Housing Authority to make special arrangements. The TTY Relay telephone number is 1-800-833-6388.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide basic information establishing any preferences to which they may be entitled.

This first phase results in the family's placement on the waitlist. Upon receipt of the family's pre-application, the Renton Housing Authority will make a preliminary determination of eligibility. Renton Housing Authority software program will allow the family to verify their date and time of placement on the waitlist, and the approximate wait before housing may be offered within one month of submission by going online to view their application or by calling the "My Waiting List" number which is provided on the RHA website. If Renton Housing Authority determines the family to be ineligible, they will receive a notice which will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time make changes online at www.rentonhousing.org on their applicant status including changes in family composition, income, or priority factors. Renton Housing Authority application software program will annotate the applicant's file and will update their place on the waitlist. Confirmation of the changes can be confirmed by the family within one month of submission by going online to view their application or by calling the "My Waiting List" number which is provided on the RHA website.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waitlist. Renton Housing Authority will ensure that verification of all priorities, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public and project-based housing: qualifies as an eligible family, has an income within the income limits for the respective housing program, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the

Renton Housing Authority suitability screening criteria in order to be admitted to any of the agency's housing programs.

8.2 **ELIGIBILITY CRITERIA**

A. Family Status

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
4. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
5. A **remaining member of a tenant family**.
6. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Refer to the Glennwood Townhomes or Kirkland Avenue Townhomes Comprehensive Management Plans for income eligibility requirements.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of Renton Housing Authority.
5. If Renton Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.
7. Renton Housing Authority may allow police officers that would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen that has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
 - c. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not**

eligible for housing assistance and cannot be housed.

- d. A family that consists of two or more household members **and at least one** household member has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520.
3. Renton Housing Authority may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
4. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the noncitizen rule).
5. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one. (24CFR5.216 (a) (2))

SSN Documentation:

Renton Housing Authority must request the applicant and participant (including each member of the household), who are not exempt under Section 5 of this Notice, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual. It should be noted that most (if not all) individuals who are lawfully present in the U.S. have been assigned a SSN. Many existing laws require the disclosure of the SSN for various purposes. All applicants and participants, including each member of the household (with the exception of those individuals noted in Section 5 of this Notice) are required to disclose his/her assigned SSN.

The SSA issues three types of Social Security cards depending on an individual's citizen or noncitizen status and whether or not a noncitizen is authorized by the Department of Homeland Security (DHS) to work in the United States. They include:

1. The first type of card shows the individual's name and SSN only. This is the card most people have and reflects the fact that the holder can work in the U.S. without restriction.

SSA issues this card to:

- U.S. citizens; or
 - Noncitizens lawfully admitted to the United States for permanent residence and noncitizens with DHS permission to work permanently in the United States (i.e. refugees and Section 208 or Asylum).
2. The second type of card bears, in addition to the individual's name and SSN, the legend: "**NOT VALID FOR EMPLOYMENT**". SSA issues this card to lawful noncitizens who do not have DHS permission to work, but are required by law to provide a SSN to obtain general assistance benefits that they already have qualified for.
 3. The third type of card bears, in addition to the individual's name and SSN, the legend
 4. "**VALID FOR WORK ONLY WITH DSHS AUTHORIZATION**". SSA issues this card to people with DHS permission to work temporarily in the United States.
 5. SSA verifies all noncitizens' documents with DHS before a SSN card is issued to a noncitizen.

Rejection of Documentation:

Renton Housing Authority may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

Renton Housing Authority will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to Renton Housing Authority within a specified time frame.

Individuals without an assigned SSN:

It is not uncommon for certain individuals to not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all- inclusive:

1. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)
2. Noncitizens lawfully present in the U.S. (these individuals will be issued a SSN upon
3. SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)Noncitizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

4. Citizens and lawfully present noncitizens, who state they have not been assigned a SSN by the SSA, should make such declaration in writing and under penalties of perjury to the Renton Housing Authority. Renton Housing Authority will maintain the declaration in the tenant file.

Renton Housing Authority may use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or unable to disclose a SSN. Once an individual discloses a SSN, Renton Housing Authority will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

Addition of a New Household Member:

When a participant requests to add a new household member to the family, the participant must disclose the assigned SSN and provide the Renton Housing Authority with the documentation at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, Renton Housing Authority may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of this Notice within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, Renton Housing Authority is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc. The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. Renton Housing Authority will generate an ALT ID as referenced in Section 9 of this Notice. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, Renton Housing Authority must terminate the family's tenancy or assistance, or both of the entire family.

Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

In accordance with 24 CFR 5.218, the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

Applicants

Renton Housing Authority must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waitlist for a period of time as determined by Renton Housing Authority.

The maximum time the family may remain on the waitlist, pending disclosure of requested information for 120 days. If all household members have not disclosed their SSN at the time a unit becomes available, Renton Housing Authority must offer the available unit to the next eligible applicant family on the waitlist.

Participants

Renton Housing Authority must terminate the tenancy of Public Housing participants (the entire household) if s/he (including each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance or tenancy in the program, the Renton Housing Authority, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period **not to exceed** 90 calendar days from the date that Renton Housing Authority determined the family noncompliant with the SSN disclosure and documentation requirement, if Renton Housing Authority determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the tenancy or assistance, or both of the entire family.

If a family member does not have a Social Security number, the individual must sign a certification that he or she does not have one. The certification should:

- a. State the individual's name
- b. State that the individual has not been assigned an SSN
- c. State that the individual will disclose the number if he or she later gets one
- d. Be signed and dated

If a family member who is required to execute a certification is less than 18 years old, the individual's parent or guardian must execute the certification.

If an individual can provide an SSN but not the requisite documentation, written certification must be executed by the individual (or his/her parent or guardian if under 18). The certification should:

- e. State the individual's name
- f. State the SSN
- g. State the individual is unable to submit the document.
- h. Be signed and dated

The individual has 60 days from the date of certification to obtain documentation to verify the SSN. The individual may be referred to the local SSA office to complete and submit an SS-5 form, Application for Social Security Card, to replace a lost card or to change the name on the card.

Penalties For Failure to Disclose or Verify a Social Security Number:

- i. Applicants: Denial of assistance
- j. Participants/Tenants: Termination of assistance

E. Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

The consent form (i.e. HUD-9886/7) must contain, at a minimum, the following:

- a. A provision authorizing HUD or the Renton Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- b. A provision authorizing HUD or the Renton Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Generally, suitability will be demonstrated by two (2) years of positive rental history in the last four (4) years, and/or a current two (2) years positive credit rating, and the absence of criminal history. In accordance with the Housing Opportunity Extension Act of 1996, the Renton Housing Authority screens all applicants for criminal history through a competitively selected, confidential screening company. The Renton Housing Authority has selected Alliance 2020, Inc. to conduct suitability screening. If an applicant's background check reveals a history of conduct interfering with the health, safety, and rights of other tenants to a peaceful enjoyment of the premises, participating in drug related criminal activity, or engaging in violent criminal activity, their application(s) for housing assistance may be denied.
- B. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Renton Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Renton Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- C. If the applicant family includes a person with a disability who needs an accommodation, they are encouraged to bring this to the housing authority's attention. RHA is not asking you to discuss the specific disability, diagnosis or any other information that is not relevant to the requested accommodation. However, it is important to be as specific as possible about your housing needs as they relate to your disability. For clarification and from HUD's perspective, Renton Housing Authority attempts to distinguish between Caregiver and Live-in-aide. Renton Housing Authority must ensure that a live-in-aide is essential (medically necessary), not merely beneficial in order to provide an additional fully subsidized bedroom for a live-in-aide. Renton Housing Authority realizes that a tenant is most qualified to explain his/hers individual needs. Renton Housing Authority will approve a live-in-aide if needed as a reasonable accommodation, and if a doctor or medical professional substantiate in writing that such services are medically necessary.

Definition:

Caregiver- a person who helps in identifying, preventing, treating illness or disability, and responsible for attending to the needs of an individual, they may come and go during the day or night, and are considered a guest or employee. A bedroom is not needed for the caregiver as he or she does not provide 24-hour aid.

Live-in-aide-a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities, who from HUD's perspective is a person who is determined to be essential to the care and wellbeing of the persons; is not obligated for the support and would not be living in the unit except to provide the necessary services.

Is qualified to serve as a live-in aide (i.e., is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and has acceptable criminal history.

Renton Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Renton Housing Authorities subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person has been approved by Renton Housing.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides.

Renton Housing may not approve a live-in aide if that person does not keep the subsidized unit as their primary residence

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above (**Requires a Physician or Health Care Professional Verification of Disability/need for Accommodation or Modification**).

- D. The Renton Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent and utilities;
 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
 4. History of disturbing neighbors or destruction of property;
 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- E. The Renton Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Renton Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members;
 3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Renton Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

RHA will not seek to terminate the residency of any tenant or participant due solely to their medical use of marijuana; provided that such use is in accordance with the Act. However, since smoking has been prohibited in all RHA facilities, units, and interior and exterior common areas and entrances as of June 1, 2014, medicinal marijuana must be consumed in a form other than smoking.

This policy does not authorize residents or persons residing, occupying or visiting RHA's facilities, units, and interior or exterior common areas to use marijuana, in any form, for any purposes other than as an authorized medical use of marijuana under the Act.

Violations of this policy may lead to the termination of assistance under the PH and HCV programs and the termination of the lease.

The Renton Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent and utilities;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including life time sex offenders and drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any land lords or housing authority in connection with their non-public housing, public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale,

distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Renton Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Renton Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program and has been clean and sober for two (2) years;
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Renton Housing Authority staff member or tenant;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the voucher program;
- P. With respect to sex offenses, a current sex offender registration requirement, that is not a lifetime requirement, shall be deemed to be evidence of other criminal activity which threatens the health, safety or right to a peaceful enjoyment of their premises by other residents or persons residing in the immediate vicinity.
- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- R. **Denied for Life:** If any family member has a lifetime registration requirement under a State sex offender registration program.

8.5 PRE-DENIAL CONFERENCE AND REVIEW OF SCREENING RESULTS

- 1. Process Alliance 2020 screening application and HUDs Debts Owed To Public Housing Agencies and Terminations form as completed by applicant.
- 2. Upon Alliance 2020's and HUDs Debts Owed To Public Housing Agencies and Terminations form return of the completed screening documents, the Admissions and Administrative Supervisor reviews and brings to Operations Administrator or designee with recommendation.
- 3. If the applicant has significant demerits related to criminal history, or an unlawful detainer, such that RHA is compelled to deny the application, Operations Administrator or designee will

contact the applicant by letter. Operations Administrator or designee's letter will describe the demerit and provide an appointment for the applicant to dispute the accuracy and relevancy of the information before the decision to deny is made official.

4. If the applicant disputes any Alliance 2020 criminal information, Operations Administrator or designee will have them complete the Washington State Patrol record release form. This form will then be sent to the State Patrol in an effort to clarify the criminal history for the applicant.
5. Upon receipt of the State Patrol record, if the intention is to deny the application, Operations Administrator or designee will send a copy of report upon which the proposed denial is based to the applicant. The applicant will be allowed no fewer than ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] to dispute the accuracy and relevancy of the information before RHA issues the decision to deny.
6. If during the meeting the applicant does not dispute the Alliance 2020 criminal record and the Operations Administrator or designee intends to deny the application after the applicant responds and explains any circumstances, the Operations Administrator or designee will give the applicant a copy of the Alliance 2020 criminal record with no fewer than ten (10) business days before issuing the decision to deny.
7. If the applicant disagrees with any unlawful detainer (outstanding balance owed to a landlord because of an eviction) the Operations Administrator or designee will give the applicant a copy of that record in the meeting and provide no fewer than ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] for the applicant to pursue the matter before rendering the decision to deny.
8. In other than instances covered under the "One Strike and You're Out" Screening and Eviction Guidelines for Public Notice PIH 96-16 (HA), before evicting a public housing tenant or terminating a Section 8 program rental assistance voucher, the Operations Administrator or designee will send a letter to the tenant enclosing a copy of the record obtained from local law enforcement or a description of relevant information germane to the proposed action. The letter will allow the tenant no fewer than ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] to arrange for an appointment with Operations Administrator or designee to dispute the accuracy and relevancy of the information before the decision to evict or terminate is reached.

8.6 *INFORMAL REVIEW*

- A. If the Renton Housing Authority determines an applicant does not meet the criteria for receiving public housing assistance, the Renton Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state the applicant may request an informal review of the decision within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the denial. The Renton Housing Authority will describe how to obtain the informal review.

The Executive Director or his designee who is not a person who made or approved the decision under review or a subordinate of this person may conduct the informal review. The applicant must be given the opportunity to present written or oral objections to the Renton Housing Authority's decision. The Renton Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review [except

in the case of Golden Pines and Cedar River Terrace where upon review of an appeal of either an applicant or tenant's eligibility for housing at Golden Pines or Cedar River Terrace, RHA shall provide a written final decision within five (5) business days] including a brief statement of the reasons for the final decision.

- B. The participant family may request the Renton Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

8.7 SPECIAL CONDITION APPLICANT APPROVALS

- A. Where the provision of background credentials is too lacking, the Renton Housing Authority may suggest to the applicant they make provisions for a co-signer. The person brought forward to act, as co-signer needs credible background that can be verified through Alliance 2020. The Renton Housing Authority will pay the fee for screening the co-signer.

The co-signer must have at least a current two (2) years positive credit rating. The co-signer will add their signature to the Lease and be responsible for payment of rent, damages and associated fees allowable under the lease if the tenant defaults. This responsibility is dismissed only in accordance with executing a new Lease.

Renton Housing Authority will further consider the housing applicant's file if within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] they provide a qualified co-signer. The application will remain denied and canceled if the applicant cannot satisfactorily arrange for a qualified co-signer. In this event the applicant is still entitled to an informal review of the denial if not already granted.

- B. If a qualified co-signer is not available, the Renton Housing Authority may accept an additional \$200.00 security deposit in lieu of a co-signer in housing programs other than Golden Pines and Cedar River Terrace where the deposit may only be required in accordance with HUD Handbook 4350.
- C. Renton Housing Authority will take into consideration applicant's written documentation of extenuating circumstances during the screening review process.

9.0 MANAGING THE WAITLIST

9.1 OPENING AND CLOSING THE WAITLIST

Opening of the waitlist will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, on the RHA website and also by emailing the notice to partnering service agencies with minority networks. The public notice will state any limitations to who may apply, include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waitlist will also be announced with a public notice. The public notice will state the date the waitlist will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation, the RHA website and also by emailing the notice to partnering service agencies with minority networks.

The Renton Housing Authority public housing waitlist is open at the beginning of the period governed by this document.

Refer to the Glennwood Townhomes or Kirkland Avenue Townhomes Comprehensive Management Plan for waitlist management of that project-based Section 8 community.

Specific to Golden Pines and Cedar River Terrace:

For the duration of ownership by Renton Housing Authority, the waitlists have both remained open. In the event they were to be closed, such action would be preceded by a minimum 60-day public comment period. Notification would be specifically sent to each client on the waitlists and to residents of the buildings. Flyers would be posted in the buildings and RHA offices. Additionally, notice of the proposed action would simultaneously be posted on the RHA website www.rentonhousing.org and include the organizations referenced in the Affirmative Fair Housing Marketing Plan (AFHM Plan). Were RHA then to proceed, the action to close would be done by resolution of the RHA Board of Commissioners. A subsequent re-opening of the waitlist would involve a similar Resolution and notification to each of the aforementioned parties, with a description of the process for which to apply.

9.2 ORGANIZATION OF THE WAITLIST

The waitlist will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications and approved Category C transfers (refer to Section 16.6) will be maintained systematically by program, in order of bedroom size, priority, and then in order of date and time of application; and
- C. Any contact between the Renton Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITLIST

When a family appears to be nearing the top of the waitlist, the family will be invited to an intake interview and the verification process will begin. It is at this point in time the family's waitlist priority and bedroom size will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot by priority on the waitlist. The Renton Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review. If the family's household composition has changed and there is a need for a larger or smaller unit, the family's housing application will be canceled off their current waitlist and added to the appropriate bedroom size waitlist maintaining their original application date and time.

Along with verifying the priority for eligibility as a low-income family, elderly or disabled person, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, sign the Consent for Release of Information forms, and supply income, asset and deduction information (which will be verified by the Renton Housing Authority through third-party documentation).

- a. **Applicants.** Renton Housing Authority must deny the eligibility for an assistance if the applicant (including each member of the household is required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waitlist for a period of time as determined by Renton Housing Authority or 120 days.

If all household members have not disclosed their SSN at the time a unit becomes available, Renton Housing Authority must offer the available unit to the next eligible applicant family on the waitlist.

9.4 FAILURE TO RESPOND TO THE INTAKE INTERVIEW LETTER

The intake interview letter is mailed to the address the applicant family provided on the original application, or to the subsequent address as updated online at www.rentonhousing.org.

The intake letter states if the applicant does not successfully arrange for an intake interview appointment within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the date on the intake interview letter, the application will be canceled as incomplete without further notice. The applicant family will need to reapply if interested in housing assistance in the future. As justification for canceling the incomplete application: A) The file will contain documentation of the address used for mailing; and/or B) For any intake notification letter returned by the Post Office as undeliverable the intake letter and envelope will be retained.

Failure to bring all completed paperwork and verifications will result in the applicant receiving a specific timeframe which they get to choose to complete their intake requirements. Failure to provide all the necessary intake paperwork and verifications within their specified timeframe will result in their application being canceled as incomplete without further notice. As justification for canceling the incomplete application: the file will contain documentation showing their intake appointment date, missing paperwork or verifications, and specified timeframe for completion. The applicant will be able to ask for up to two (2) timeframe extensions as long as they do so before their due date has past.

If the applicant family includes a person with a disability who needs an accommodation, they are encouraged to bring this to the housing authority's attention. If cancellation of a family's application was related to the need for a reasonable accommodation of a disability, the Renton Housing Authority

will reinstate the family on the waitlist with the original date and time of application depending upon their circumstances and if their need was brought to the housing authority's attention within two years of cancellation.

All non-disabled families whose applications are canceled as incomplete because of a failure to respond or provide information as instructed must reapply with a current date to be placed back on the waitlist. Exceptions will be made by the Executive Director or his appointee when there has been an error, incorrect correspondence or in deference to a staff recommendation because of unusual circumstances or conditions.

9.5 UPDATING THE WAITLIST

The Renton Housing Authority will update its waitlist as necessary to ensure that the pool of applicants reasonably represents the interested families for whom the Renton Housing Authority has current information, i.e. applicant's address, family composition, income category, and priority.

9.6 REMOVAL OF APPLICANTS FROM THE WAITLIST

The Renton Housing Authority will not remove an applicant's name from the waitlist unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to the mailed intake interview notification letter or any other written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. Mail sent to the applicant's address is returned as undeliverable.
- E. The applicant is offered and rejects two units in the property.
- F. The unit that is needed using family size as the basis changes, and no appropriate size unit exists in the property.
- G. The applicant fails to complete their application in full before submitting it online.
- H. The applicant fails to update their address, phone number and family composition online within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the change.

9.7 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Renton Housing Authority will be sent a notice of termination of the process for eligibility.

The Renton Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Renton Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waitlist.

9.8 NOTIFICATION OF NEGATIVE ACTIONS

The Renton Housing Authority, in writing, will notify any applicant whose name is being removed from the waitlist they have ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate their name will be removed from the waitlist if they fail to respond within the timeframe specified. The Renton Housing Authority system of removing applicant names from the waitlist will not violate the rights of persons with disabilities. If an applicant claims their failure to respond to a request for information or updates was caused by a disability, the Renton Housing Authority will verify there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation if their need was brought to the housing authority's attention within two years of cancellation. An example of a reasonable accommodation would be to reinstate the applicant on the waitlist based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

Among eligible applicant families of the size and composition appropriate to available dwelling units, families will be selected without regard to race, color, religion, age, sex, national origin, parental status, familial status, sensory, mental or physical handicap or the use of a service animal by a person with disabilities. In addition, no person will be automatically excluded from participation in or denied the benefits of Public Housing because of membership in a class such as unmarried mothers, recipients of public assistance, persons with disabilities etc.

The Renton Housing Authority's Tenant Selection system will be administered in a manner that is not incompatible with Title VI of the Civil Rights Act of 1964, the Federal Fair Housing Act, Executive Order 11063, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, state or local Fair Housing laws, and any other HUD requirements and regulations issued under the above authorities.

As permitted by HUD, the Renton Housing Authority dispensed with the federal preference selection criterion in 1998. The Renton Housing Authority selects applicants from the waitlist in chronological order to meet the local housing needs.

In accordance with Resolution 2510-2015 the agency did adopt a local preference to mitigate the impacts of redeveloping Sunset Terrace and the Sunset Area. The Agency Plan now codifies a local preference in deference to people possibly affected by the Sunset Redevelopment. The local preference establishes a local housing application preference for Sunset Area families [clarifying Resolution 2478-2014 to be those living in zip code 98056] such that they may be considered, if otherwise eligible, to occupy future developed Sunset Terrace replacement housing units, after the families displaced by Sunset Terrace redevelopment activities are offered the appropriate opportunity.

Specific tenant selection procedures, definitions and requirements not covered in this Policy will adhere to the guidelines of 24 CFR Part 960.

10.1 ORDER OF SELECTION PRIORITY

Selection of applicants for housing, except Single Persons (non-elderly, and non-disabled individual), shall be made sequentially, by date and time of the receipt of the application, according to the bedroom size required, and within the following system of priorities. Selection of applicants who qualify, as Single Persons will be made in accordance with the criteria established below for Priority 2 applicants.

A. Priority Number One:

All applicants who receive this priority will be selected according to the date/time of their application.

B. Priority Number Two:

Single non-elderly and non-disabled persons receive the lowest priority on the Renton Housing Authority's waitlist. Such applicants will be offered housing, only after no qualified applicants remain on the waitlist for the same bedroom size unit.

C. Glennwood/Kirkland Townhomes

Refer to the Glennwood Townhomes or Kirkland Avenue Townhomes Comprehensive Management Plans for these projects' specific tenant selection priorities.

D. Communities Designed and Designated for the Elderly and Disabled:

Hillcrest Terrace and Evergreen Terrace: Only elderly and disabled families may be housed in these two public housing communities. All such families will be selected from the waitlist using the priorities as outlined above.

Cedar River Terrace and Golden Pines Apartments: Only elderly families over sixty-two (62) years of age may be housed in these two Section 8 project-based public housing communities. All such families will be selected from the waitlist using the priorities as outlined above.

E. In terms of a single, non-elderly, non-disabled person who applies and is placed on the Waitlists as a Priority II and later supplies verification documenting the date they became a family, senior, or disabled from a reliable third party source, we will honor that date as the point at which this Head of the Household is now placed on the Priority I waitlists.

10.2 STUDENT ELIGIBILITY REQUIREMENTS:

Students with disabilities under 24 CFR 5.403 are exempt

The new eligibility restrictions imposed on students enrolled at institutions of higher education and seeking Section 8 assistance are set out in two parts: Section 327(a) and Section 327(b) of the Act.

Requirements of Section 327(a) of the Act and 24 CFR 5.612 of the Final Rule

The new eligibility restrictions of Section 327(a) are implemented and codified in HUD's regulation at 24 CFR 5.612 and provide as follows:

- a. No assistance shall be provided under section 8 of the 1937 Act to any individual who: Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- b. Is under 24 years of age;
- c. Is not a veteran of the United States military;
- d. Is unmarried;
- e. Does not have a dependent child, and
- f. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

For a student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child and who is seeking Section 8 assistance, Section 327(a) of the Act sets up a two-part income eligibility test. Both parts of this test must be affirmatively met. That is, both the student and the student's parents (the parents individually or jointly) must be income eligible for the student to receive Section 8 assistance. If it is determined that the parents are not income eligible, the student is ineligible to receive Section 8 assistance.

As noted earlier in this guidance, based on program practices and criteria already in place, a student under the age of 24 who meets the additional criteria of Section 327 of the Act may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not be relevant or where the student can demonstrate the absence of, or his or her independence from, parents. These practices and criteria include but are not limited to consideration of all of the following:

- a. The individual must be of legal contract age under state law.
 - b. The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. (See definition for "independent student" in Appendix A of this notice.)
1. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
 2. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Renton Housing Authority will need to verify a student's independence from his or her parents to determine that the student's parents' income is not relevant for determining the student's eligibility for

assistance by taking into consideration all of the following:

1. Reviewing and verifying previous address information to determine evidence of a separate household, or
Verifying the student meets the U.S. Department of Education's definition of "independent student"; and
2. Reviewing prior year income tax returns to verify if a parent or guardian has claimed the student as a dependent (except if the student meets the Department of Education definition of "independent student"); and
3. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

As also noted earlier in this guidance, the new law and HUD's rule do not affect students residing in a Section 8 assisted unit with his or her parents or who reside with parents who are applying to receive Section 8 assistance. The law and HUD's rule focus on a student under the age of 24 who meets the additional eligibility requirements of Section 327 of the Act *and* who is already residing in a section 8 assisted unit without his or her parents, or who is seeking on his or her own to reside in a section 8 assisted unit.

Requirements of Section 327(b) of the Act and 24 CFR 5.609 of the Final Rule

For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 10001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)) shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. (See definition of "dependent child" in Appendix A.) For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

HUD's final rule issued on December 30, 2005, amended § 5.609(b) to add a new paragraph (b)(9) to include, as annual income, any financial assistance in excess of amounts received for tuition that a student who meets the criteria of the new § 5.612 receives. With the exception of students who are over the age of 23 with dependent children, students under the age of 24 who are seeking section 8 assistance will need to meet the income requirements for the section 8 program, taking into consideration the additional eligibility restrictions provided in 24 CFR 5.609(b)(9) and 5.612. Therefore, in determining the income eligibility of a student, the student's financial assistance in excess of tuition as defined in § 5.609(b) (9) will be included in the calculation of annual income. (Also see definitions "financial assistance" and "tuition" in Appendix A of this notice.) If the student's financial assistance in excess of tuition makes the student income ineligible for Section 8 assistance, the student cannot receive Section 8 assistance. The income eligibility of a student will also rely on program practices and criteria already in place that assess the student's independence from his or her parents as addressed in paragraph 1, above.

As noted in this guidance, Section 327 was not intended to affect the Section 8 eligibility of a student's

parents when the student is receiving financial assistance and residing with his or her parents, or is residing with parents who are applying to receive section 8 assistance, but only the eligibility of students applying for or receiving section 8 assistance separately from their parents. The amendment of the procedure for the determination of annual income at § 5.609 by the December 30, 2005, final rule is consistent with this intent.

A student's financial assistance under new § 5.609(b) (9) is considered income only in the context of that student's application for, or retention of, Section 8 assistance separately from the student's parents. This is consistent with the language of Section 327(b), which states, in relevant part, "For the purposes of determining the eligibility of a person to receive assistance under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), any financial assistance (in excess of amounts received for tuition) that an individual receives...shall be considered income to that *individual*," (emphasis added). The focus of Section 327(b), and of Section 327 as a whole, is on the income eligibility of a single student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child, and whether the financial assistance of that individual student in excess of tuition makes that student income ineligible, and whether the income of the student's parents makes the student income ineligible. There is no apparent intent to affect the eligibility of a student's parents when the student resides with his or her parents.

The financial assistance of a student residing with his or her parents therefore would continue to be excluded from annual income under § 5.609(c) (6), which excludes student financial assistance from income. The December 30, 2005, final rule amended the exclusion of student financial assistance from income at § 5.609(c)(6) by making the exclusion, "Subject to paragraph (b)(9) of this section," which is the new section adding student financial assistance as income only to a student applying separately from his or her parents for Section 8 assistance.

Recertification of Students Already Receiving Section 8 Assistance

HUD strongly encourages Renton Housing Authority to recertify those Section 8 participants who may be affected by this new law as soon as it is practicable. The latest time, however, that the eligibility and income requirements can be implemented is at the time of annual recertification.

Renton Housing Authority must ensure at each annual recertification, a student remains eligible to receive Section 8 assistance under the restrictions of this new law.

Renton Housing Authority has an obligation to make sure that Section 8 assisted units are provided to those truly in need of such assistance.

All Other Eligibility Requirements Apply

While the new law and HUD's recently issued rule focus on the income eligibility of students, all student applicants for Section 8 assistance must also meet all other HUD program requirements that determine eligibility for the Section 8 assistance.

Screening and Verification of Applicants for Assistance

As it relates to the verification of a parent(s) income, Renton Housing Authority may accept from a parent(s) a declaration and certification of income, which includes a penalty of perjury. The

processing entity retains the right to request and review supporting documentation at any time they determine the declaration, certification, and eligibility of the parent(s) is in question. Supporting documentation includes, but is not limited to: Internal Revenue Services (IRS) tax returns, consecutive and original pay stubs, bank statements, and pension benefit statements, Temporary Assistance to Needy Families (TANF) award letter, Social Security Administration (SSA) award letter, other official and authentic documents from a federal, state or local agency.

Failure of Renton Housing Authority to screen applicants and verify income in accordance with applicable program requirements can result in sanctions being imposed.

Renton Housing Authority must immediately update their Administrative Plans and update their Tenant Selection Plans to reflect the new income eligibility restrictions for students.

Denial and Termination of Assistance

Denial of Assistance

An applicant who is a student and who does not meet the income eligibility requirements or who has parents who, individually or jointly, do not meet the income eligibility requirements for section 8 assistance are not eligible for Section 8 assistance and will be prohibited from participating in the Section 8 Program.

Termination of Assistance

A student under the age of 24 who is not a veteran, unmarried, does not have a dependent child and who is currently receiving Section 8 assistance, if at recertification is determined to be ineligible, will have his or her assistance terminated.

Housing Authority projects under the Office of Housing's Section 8 program cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease. Although the student is allowed to remain in the unit, the student will no longer be eligible to receive Section 8 assistance. The Section 8 assistance will not be prorated; therefore, if the ineligible student is residing in a household other than with the student's parents the assistance will be terminated for the entire household. If the ineligible student moves from the unit, the remaining members of the household may again be eligible for Section 8 assistance, if available. If the household composition no longer qualifies the household for the unit size, the household may be required to move to an appropriate size unit when one is available, or, with the approval of the owner may move in another eligible person as a member of the household and remain in their same unit.

For PHAs administering the Housing Choice Voucher program, any member within a household comprised of both eligible and ineligible students who is determined ineligible to receive section 8 assistance in accordance with 24 CFR part 5, subpart F, and is terminated under 24 CFR 982.552(b)(5), shall be ineligible to receive continued assistance under the Housing Choice Voucher program. Eligible students, residing in such households, however, shall not be terminated under § 982.552(b)(5), but shall be issued a voucher to move with continued assistance in accordance with program regulations or shall be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit. HUD will issue separate guidance for PHAs administering the Moderate Rehabilitation, Project-Based Certificate and Project-Based Voucher

programs.

Upon notification of denial or termination of assistance, the household is entitled to request an informal hearing to discuss the reasons for the denial or termination, in accordance with established program procedures and requirements.

Rent Determination

Determination of rent is made in accordance with the requirements for the Section 8 program under which the student seeks assistance.

A. Section 8 Vouchers for Non-Elderly Disabled Persons:

Special purpose Section 8 program vouchers allocated to the Renton Housing Authority through the *Rental Assistance For Non-Elderly Persons With Disabilities Related to Certain Types of Section 8 Project-Based Developments* will be awarded to qualifying individuals on the public housing applicant waitlist according to funding availability. When such a voucher is available, persons living with a disability who are less than 62 years of age will be selected in chronological order from the public housing waitlist and their application shall be processed. When the non-elderly disabled applicant is determined to be eligible and meet the Renton Housing Authority suitability criteria the person will be issued a rental assistance voucher under this program.

B. Accessible Units:

Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same priority system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waitlist. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

C. Discretion of the Executive Director:

At the discretion of the Executive Director or his/her designee a special applicant status may be granted to a person who is currently an RHA resident. This authority will be exercised in circumstances associated with the occupancy guidelines governing generational and gender bedroom assignments. The effect of this special resident status places an applicant at the top of the chronological waitlist in order that the family is properly housed as soon as possible.

Similarly at the discretion of the Executive Director or his/her designee a special applicant status may be granted to a person or a family displaced by a natural disaster that resulted in their being homeless for an indefinite period of time. The effect of this special disaster displaced homelessness status places an applicant at the top of the chronological waitlist in order that the family is properly housed as soon as possible in

any of the RHA housing programs. Numbers of displaced families requesting such status, available and projected vacancies and other agency resources will be carefully weighed by staff before making a recommendation for approval.

10.2 SELECTION FROM THE WAITLIST

The Renton Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waitlist. If it appears the requirement to house extremely low-income families will not be met, we will skip higher income families on the waitlist to reach extremely low-income families.

If admissions of extremely low-income families to the Renton Housing Authority's voucher program during a fiscal year exceed the 75% minimum-targeting requirement for the Renton Housing Authority's voucher program, such excess shall be credited (subject to the limitations in this paragraph) against the Renton Housing Authority's basic targeting requirement for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

- A. Ten % of public housing waitlist admissions during the Renton Housing Authority fiscal year;
- B. Ten % of waitlist admissions to the Renton Housing Authority's Section 8 tenant-based assistance program during the PHA fiscal year; or
- C. The number of qualifying low income families who commence occupancy during the fiscal year of Renton Housing Authority public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.
- D. Refer to the Glennwood Townhomes or Kirkland Ave Townhomes Comprehensive Management Plan for newly admitted families' requirements.

If there are not enough extremely low-income families on the waitlist we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.3 DECENTRALIZATION POLICY

It is the Renton Housing Authority's policy to provide for decentralization of poverty in accordance with HUD rules. RHA will encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. In the event RHA communities are not reflective of this policy RHA will skip families on the waitlist to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Renton Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waitlist. Based on this analysis, we will determine the level of marketing strategies and decentralization incentives to implement.

10.4 DECENTRALIZATION INCENTIVES

Renton Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the decentralization goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.5 OFFER OF A UNIT

When the Renton Housing Authority discovers a unit will become available, the Admissions Division will give the Housing Manager responsible for the particular unit the first family on the approved applicant waitlist file who has the highest priority for this type of unit or development and whose income category would help to meet the decentralization goal and/or the income-targeting goal.

The Housing Manager or Management Occupancy Specialist will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The file with a copy of the sent letter will be placed with the Renton Housing Authority Housing Manager responsible for the particular unit. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Manager regarding the offer. If no contact is made by the close of business on the 5th business day that fact will be documented and the file returned to the Admissions Division for cancellation.

Upon responding, the family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Manager will send a letter to the family documenting the unit offer, rejection and resulting status and return the file to the Admissions Division.

10.6 REJECTION OF UNIT

If in making the offer to the family, Renton Housing Authority skipped over other families on the waitlist in order to meet their decentralization goal or offered the family any other decentralization incentive and the family rejects the unit, the family will not lose their place on the waitlist and will not be otherwise penalized.

If the Renton Housing Authority did not skip over other families on the waitlist to reach this family, did not offer any other decentralization incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they would not lose their place on the waitlist. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

Renton Housing Authority combined the LIPH, Glennwood Townhomes, and Kirkland Avenue Townhomes waitlists. If the family rejects with or without good cause any LIPH unit offered, they may request in writing to remain on the Glennwood Townhomes or Kirkland Avenue Townhomes waitlists corresponding with their approved bedroom size. They may make a written request to stay on the LIPH waitlist if they turn down a Glennwood Townhomes or Kirkland Avenue Townhomes unit offer too.

10.7 ACCEPTANCE OF UNIT

In accordance with the Manager's schedule and availability, the family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, and other attachments as noted on the lease signature page. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Renton Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the tenant's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the community specific amount set by the Renton Housing Authority, ranging from an amount equal to the first month's rent in project-based Section 8 New Construction buildings, to \$150 in elderly/disabled public housing communities, \$250 in family housing communities and \$500 for Glennwood Townhomes and Kirkland Avenue Townhomes.

In exceptional situations, the Renton Housing Authority reserves the right to allow a new tenant to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one-third with their second rent payment, and one-third with their third rent payment. This shall be at the sole discretion of the Executive Director or designee.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

Renton Housing Authority maintains a separate LIPH waitlist for studio and one-bedroom units.

Circa year 2000, RHA dispensed with the federal preferences, which heretofore stated among other provisions, a tenant receiving public funded rental assistance was to be considered a lower priority for any alternative subsidized unit.

Since the federal preference rule no longer applies to Renton Housing Authority tenants, if a person wishes to remain on the LIPH one (1) BR waitlist after having leased an LIPH studio unit, they may in fact do so.

10.8 98056 LOCAL PREFERENCE

In accordance with Resolution 2510-2015 the agency did adopt a local preference to mitigate the impacts of redeveloping Sunset Terrace and the Sunset Area. The Agency Plan now codifies a local preference in deference to people possibly affected by the Sunset Redevelopment. The local preference establishes a local housing application preference for Sunset Area families [clarifying Resolution 2478-2014 to be those living in zip code 98056] such that they may be considered, if otherwise eligible, to occupy future developed Sunset Terrace replacement housing units, after the families displaced by Sunset Terrace redevelopment activities are offered the appropriate opportunity.

10.9 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing (exclusive of the Section occupancy guidelines for establishing voucher bedroom size):

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8

These bedroom assignment standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Studio or zero bedroom units may be assigned to two-person families in accordance with the selected preferences at the time of application.

In determining bedroom size, the Renton Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

A. Joint Custody of Dependents

When more than one family shares custody of a child or children and both families live in assisted housing, only one family at a time can claim the dependent deduction.

The family that counts the dependent deduction also counts the unearned income of the child or children. The other family claims neither the dependent deduction nor the unearned income of the child or children.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child or children for income tax purposes.

Bedroom size will also be determined using the following guidelines:

In addition, the following considerations may be taken in determining bedroom size:

- A. Two adults will share a bedroom unless related by blood.
- B. Children of the same sex will share a bedroom.
- C. Children of the opposite sex, both under the age of four (4) will receive a one-bedroom subsidy equivalency.
- D. Adults and children will not be required to share a bedroom once the child is over the age of two (2).
- E. Foster adults and/or foster children will not be required to share a bedroom with family members.
- F. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Renton Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for two (2) years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. As a reasonable accommodation the Renton Housing Authority will allow the larger size unit if the family provides verification that a member of the household is disabled and there is a corresponding and verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waitlist for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. In terms of a single, non-elderly, non-disabled, woman who applies and is placed on the waitlist as a Priority II and later supplies verification from her physician/gynecologist of the determined inception date, we will honor that date as the point at which this "family" is now placed on the Priority I 2 BR waitlists.

If the woman who is disabled becomes pregnant, she may choose to be housed in a studio/1 BR before the child is born and then apply after the initial one-year lease term is up (LIPH lease effective 1/2003):

2. **LEASE TERM:** This Lease shall begin on _____ / _____ / _____. The initial term shall be one year and will renew automatically on a month-to-month basis unless terminated as provided by this Lease Agreement.

As a top-of-the-list approved 2 BR transfer effectively the disabled resident family may be housed in a 2 BR faster (even after satisfying the one year initial lease term) than if the disabled, pregnant, applicant remained on the 2 BR list. RHA should advise the applicant of their relative position on the waitlist to help them make the decision to lease or wait for the larger unit based on their circumstances. Staff considers this no different than the 2 BR families who accepts the 2 BR with 2 kids and gives birth to a third child the day after leasing. RHA will allow them to submit a transfer after the initial lease term and place them in the next available, uncommitted 3 BR unit.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Renton Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, Renton Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment (TTP). The TTP is equal to the amount paid by the family for rent plus utilities, if any, as established by the RHA utility allowance schedule.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and
- C. Are not specifically excluded from annual 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 Renton Housing Authority believes that past income is the best available indicator of expected future income, the Renton Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. The family shall provide whatever information is required to clearly establish the resulting income for rent calculation purposes; detail may include a ledger of all income and expenses related to the business and the preceding year's tax return as filed and accepted by the IRS.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. When the family has net assets in excess of \$5,000,

annual income will include the actual income derived from all net family assets based on the current interest rate earned on the account.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
 - 1. 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 consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - 1. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Renton Housing Authority by the welfare agency) plus the total amount of other annual income.
 - b. At the request of the Renton Housing Authority, the welfare agency will inform the Renton Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Renton Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Renton Housing Authority will use this information to determine the amount of imputed welfare income for a family.
 - c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular recertification of

family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Renton Housing Authority by the welfare agency).

- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Renton Housing Authority will not include imputed welfare income in annual income if the family was not an assisted tenant at the time of the sanction.
- f. If a tenant is not satisfied that the Renton Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Renton Housing Authority denies the family's request to modify such amount, then the Renton Housing Authority shall give the tenant written notice of such denial, with a brief explanation of the basis for the Renton Housing Authority's determination of the amount of imputed welfare income. The Renton Housing Authority's notice shall also state that if the tenant does not agree with the determination, the tenant may grieve the decision in accordance with our grievance policy. The tenant is not required to pay an escrow deposit for the portion of the tenant's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies
 - 1). The Renton Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Renton Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - 2). Renton Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Renton Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency

in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

3). Welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Renton Housing Authority shall rely on the welfare agency notice to the Renton Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.

11.2 EXCLUSIONS FROM ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed \$200 per month) received by a tenant for performing a service for the Housing Authority 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, tenant initiatives coordination, and serving as a member of the Renton Housing Authority governing board. No tenant may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

- i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. Earned Income Disregard

To qualify for EID in Section 8 the person first needs to be a person with disabilities per 24 CFR 5.617.

To qualify for EID in Public Housing, the person does **not** need to be a person with disabilities per 24 CFR 960.255.

In both programs to qualify a participant family must experience an increase that is a result of:

1. Employment by a family that was previously unemployed (to include who has not earned more than could be earned working 10 hours per week for 50 weeks at the minimum wage) for one or more years prior to employment.
2. New employment or increased earnings by a member who has received TANF benefits or services within the last six months.

EID is a regulation.

Earned Income Disallowance applies to every one of your current tenants who meet a certain criteria (usually unemployed for a year, or they worked less than 10 hours per week for a year).

This does not apply to applicants.

Effective May 9, 2016, Earned Income Disallowance (EID) is limited to two 12-month periods running consecutively regardless of breaks in employment. Individuals starting the EID will only receive the exclusion for a maximum of 24 months, at 100% of the first period and at 50% during the second period. Families who qualify for the exclusion prior to this date will follow the original rules for the earned income

disallowance as stated below. Once they begin the EID process, the first 12 months, all earned income above the current household income is not included in the rent calculation. You must enter it on the 50058, under “disallowed” income. For the second 12 months, only 50% of their income, above the qualifying household income is counted.

Because the client may start and stop income, they are only allowed 48 months in which to complete the EID program. For example, a client begins working in March, so the EID would start in April. The client reports that they are no longer employed as of October. This would mean that they used 7 months of the first 12 months at 100% exemption. They would have 5 more months left of the 100% exemption to use within the 48 month period.

The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
- c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

This one time disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. Should the disallowance benefit be completed between the family’s annual recertification dates, a note to the tenant record shall be made and the rent shall not be recalculated until the next annual recertification due.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of childcare under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the AmeriCorps Program
 - p. Additional income exclusions provided by and funded by the Renton Housing Authority

The Renton Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three % of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
 - 2. 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.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing tenant receives a letter or notice from HUD concerning the amount or verification of family income, the tenant shall bring the letter to the person responsible for income verification within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of receipt.
- B. The Executive Director, or his or her designee, shall reconcile any difference between the amount reported by the tenant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Renton Housing Authority shall adjust the tenant's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the tenant had not previously reported the proper income, the Renton Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the tenant to pay the sum due to the agency;

3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

Renton Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Renton Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

12.0 VERIFICATION

Renton Housing Authority will verify information related to waiting list priorities, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from Renton Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, Renton Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if

Renton Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

Renton Housing Authority will utilize the Enterprise Income Verification System (EIV) a Web-based system that has been base lined with data that is updated daily with extracts from the Tenant Rental Assistance Certification System (TRACS). The EIV database system will allow Renton Housing Authority to compare reported income information from many Federal, State and local agencies by verifying SS/SSI benefits, Wages, Unemployment compensation and new hires information.

All the documents that were obtained to verify income must be clearly labeled and maintained in the file. EIV documents may be kept in the file during the occupancy of the tenant and up to three years after they have vacated the program.

The rent calculation should be clear with references to the source of documents.

When neither third party verification nor hand-carried verification can be obtained, the Renton Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

Effective January 31, 2010, Renton Housing Authority is required to use the EIV system in its entirety. This means that Renton Housing Authority must use all features of the EIV system to:

- A. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
- B. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

What is the EIV System? The EIV System is a web-based application, which provides Renton Housing Authority with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

Renton Housing Authority is required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments.

EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique in many instances will reduce the need to mail or fax third party verification request forms to an income source.

EIV also provides various reports to assist Renton Housing Authority with the following:

- a. Identifying tenants whose reported personal identifiers do not match the SSA database;
- b. Identifying tenants who need to disclose a SSN;
- c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- d. Identifying tenants who may not have reported complete and accurate income information;
- e. Identifying tenants who have started a new job;
- f. Identifying tenants who may be receiving duplicate rental assistance;
- g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
- h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

EIV Policies and Procedures

This is a descriptive explanation of the required reports to run, what information the report provides and how often to run the reports

The Summary Report

Provides Identity Verification Status by identifying tenants whose personal identifiers:

- Match the SSA database - “Verified”
- Does not match the SSA database – “Failed”
- Have not been sent by HUD to SSA for validation or have not yet been matched by SSA for validation – “Not Verified”
- SSA’s records indicate the person is deceased – “Deceased”

Must be used at recertification (annual and interim)

- To validate a tenant’s SSN
- To review and resolve discrepant or invalid personal identifiers of tenants with a “failed” or “deceased” status
- Nothing has to be done at the time of recertification with those tenants with an Identity Verification Status of “Not Verified”. However, the Failed SSA Identity Test report must be checked monthly as a change in the Identity Verification Status may occur.

Documentation for household members identified as exempt from disclosing and providing verification of a SSN:

- Tenants who were 62 years of age or older as of January 31, 2011 and whose initial determination of eligibility was begun before January 31, 2011; and
- Individuals who do not contend eligible immigration status

If the Summary Report in the tenant file shows an Identity Verification Status of “Verified” for all household members required to have a SSN, the Owner does not have to continue to print out the

Summary Report at recertification unless there is a change in household composition or in a household member's identity verification status.

Tenant File

Summary Report and supporting documentation must be retained in the tenant's file for term of tenancy plus 3 years.

Note: Staff may remove and destroy copies of verification documentation received from the tenant to verify their SSN once the Identity Verification Status shows "Verified". Encouragement to minimize the number of tenant records that contain documents that display the full nine-digit SSN is recommended.

Safeguarding EIV Data

Renton Housing Authority's staff that has access to the EIV system will be required to have a valid WASS User ID and password for accessing the EIV system. All the staff members who are required to use the EIV system will be certified annually and bi-annually thereafter. Access to the EIV system will be terminated if a staff member is not certified. A 90 percent of correct answers are required on a Security Awareness Training Questionnaire.

Only those staff members that complete the tenant certification interviews, filing or audit the tenant files will have authorization to be have access to the EIV system and documents. No EIV data will be down loaded to any mobile devices or removed from the Renton Housing Authority's premises.

EIV data will be destroyed as soon as it has served its purpose as prescribed by HUD's policies and procedures. Renton Housing Authority will shred all EIV documents and data when retention of the documents is no longer required in accordance with HUD's prescribed retention period.

Income Report

Mandatory use at Recertification -Annual and Interim

This report provides employment and income reported by HHS and SSA for each household member that passes the SSA identity test.

Identifies tenants who:

- May not have reported complete and accurate income information
- May be receiving multiple subsidies

Review new admissions within 90 days after the move-in information is transmitted to PIC to confirm/validate the income reported by the household.

Resolve discrepancies in reported income with the family within 30 days of the EIV Income Report date.

Retain copy of Income Report and supporting documentation with applicable form HUD-50058 for term of tenancy plus 3 years.

Renton Housing Authority must make copies of any tenant provided documents and return the originals to the tenant.

Income Discrepancy Report

Identifies households where there is a difference of \$2,400 or more in the wage, unemployment and SSA benefit information reported in EIV and wage, unemployment and SSA benefit information reported for the period of income used for discrepancy analysis.

The report serves as a tool to alert Renton Housing Authority that there may be a discrepancy in the income reported by the tenant during the period of income used for the discrepancy analysis

This report is mandatory at Recertification -Annual and Interim

Report may be used at other times as indicated in policies and procedures.

Must print the Income Discrepancy Report at the same time the Income Report is printed.

Discrepancies must be reviewed and resolved at the time of recertification or within 30 days of the EIV Income report date.

All correspondence to/from the tenant regarding the income discrepancy and documentation received to resolve the discrepancy, including written third party verification of income, if applicable must be documented regardless of whether the PHA determines the discrepancy to be valid or invalid.

A form HUD-50058 if applicable must be sent to PIC for a correction.

A Repayment Agreement needs to be written up, if applicable.

Tenant file

Retain copy of Income Discrepancy Report and any documentation related to the resolution of the discrepancy, including any repayment agreements for term

No Income Report

Identifies tenants who passed the SSA identity test but no income was reported by HHS or SSA.

This does not mean that the tenant does not have any income. Renton Housing Authority must obtain written third party verification of any income reported by the tenant.

Recommend “zero” income tenants be required to disclose and Renton Housing Authority re-verify income at least quarterly. These are tenants who report no income at all.

Interview the tenants, asking the right questions to provide the tenant the opportunity to disclose any income.

Send for third party verification from income sources of other income reported by tenant, if applicable. Retain correspondence/documents received for re-verification of zero income tenants.

Retain any documentation or third party verifications for other income reported by the tenant for term of tenancy plus 3 years.

New Hires Report should be run at least quarterly.

The report identifies tenants who have new employment within the last 6 months. Report is updated monthly.

Contact tenant regarding new employment to confirm new employment with tenant. Request tenant provided documents to support current income and/or third party verification from employer, as applicable.

Retain the New Hires Report with notation of action(s) taken.

No Dispute of EIV Information:

- EIV Income Report
- Current, acceptable tenant provided documents
- Third party verification from the source, if necessary.

Disputed EIV Information:

- EIV Income Report
- Third party verification from the source for disputed information

Any correspondence with/from tenant relating to new employment and/or disputes of the employment or income reported in EIV.

Retain a copy of the New Hires Detail Report for the tenant along with any correspondence with tenant, third party verifications, form HUD-50059(s), or HUD-50058 etc., for term of tenancy plus 3 years.

Retain New Hires Summary Report in a master "New Hires Report" files for 3 years.

Existing Tenant Search identifies applicants who may be receiving assistance at another Multifamily or PIH location.

At the time of processing an applicant for admission search each applicant and applicant household member to see if receiving assistance at another location.

Discuss with tenant regarding circumstances relative to being assisted at another Multifamily or PIH property.

Follow up with respective PHA to confirm the individual's program participation status before admission.

Coordinate move-in/out dates with Renton Housing Authority.

Search results for each member of the household.

Results of any contact with applicant must be recorded on and/or with the search results for affected household member.

Results of any contact with Renton Housing Authority, owner, management agent where applicant is reported as receiving assistance must be recorded on and/or with the search results for affected household member.

Application file

If not admitted – retain search results and any supporting documentation with the application for 3 years.

Tenant file

If admitted - retain search results and any supporting documentation with the application for term of tenancy plus 3 years.

Multiple Subsidy Report

This report identifies tenants who may be receiving rental assistance at more than one location, and run at least quarterly.

Must search both queries:

- Search within MF
- Search within PIH

Provide tenant opportunity to explain any circumstances relative to his/her being assisted at another location.

Follow up with respective PHA if necessary, to confirm tenant is being assisted at the other location. Depending on the results, may need to take action to terminate the assistance or tenancy and repay subsidy to HUD.

Search results:

Documentation supporting any contacts made or information obtained to determine if household and/or household member is receiving multiple subsidies.

Documentation to support any action taken if household and/or household member is receiving multiple subsidies.

Note: If a tenant's multiple subsidies were discussed and resolved at the time of recertification, this must be noted on the printed report and no further action is required

Master File

Retain Multiple Subsidy Summary Report and supporting documentation in a master "Multiple Subsidy Report" file for 3 years.

Tenant File

Retain a copy of the Multiple Subsidy Detail Report for the tenant along with any documentation of action taken for a household member for term of tenancy plus 3 years.

The **Failed EIV Pre-screening Report** identifies tenants who have missing or invalid personal identifiers (last name, date of birth, SSN) in TRACS or the PIH/PIC data system. These tenants will not be sent to SSA from EIV for the SSA identity test.

This report is run monthly.

This identifies tenants who need to disclose a SSN, or replace with PIC generated id number.

Follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.

Check accuracy of data entry, to make sure numbers were not transposed in SSN.

Contact tenant and confirm to verify discrepant personal identifiers

Correct PIC data within 30 days of the date of the report.

Document Failed EIV Pre-screening Report with action taken to resolve invalid or discrepant personal identifiers.

Note: This report will include those persons who are exempt from the SSN disclosure and verification requirements. In these instances the PHA will note on the copy of the report retained in the “Failed EIV Pre-Screening Report” master file that tenant(s) is exempt from SSN requirements.

Note: If a tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required.

Retain copy of report in a master “Failed EIV Pre-screening Report” files for 3 years.

Retain documentation in the tenant file, to verify discrepant personal identifiers for term of tenancy plus 3 years.

Failed Verification Report (Failed SSA Identity Test) run monthly.

This identifies tenants whose personal identifiers (last name, date of birth, SSN) do not match the SSA database. Follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.

Check accuracy of data entry, that numbers are not transposed in SSN.

Contact tenant and confirm to verify discrepant personal identifiers.

Correct PIC data within 30 days of the date of the report.

Failed Verification Report (Failed SSA Identity Test) report should be documented with action taken to resolve invalid or discrepant personal identifiers

Note: If a tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required

Master File

Retain copy of report in a mater “Failed EIV SSA Identity Test” files for 3 years.

Tenant File

Documentation to verify discrepant personal identifiers for term of tenancy plus 3 years:

Deceased Tenants Report identifies tenants reported by SSA as being deceased and run at least quarterly.

Confirm, in writing, with head of household, next of kin or contact person or entity provided by the tenant to determine whether or not the person is deceased.

If deceased, within 30 days from date of report:

- Update family composition, and, if applicable, income and allowance, on the applicable form HUD-50059 or HUD-50058. See Paragraph 7-13D of Handbook 4350.3 REV-1 for effective date.
- Single member of a household, process move-out using applicable form HUD-50059-A or HUD-50058. Effective date retroactive to earlier of 14 days after date of death or date unit vacated.

Note: Overpayment of subsidy must be returned to HUD. Any discrepant data in PIC must be updated within 30 days from the date of the report. Encourage tenant to contact SSA if SSA's data is incorrect.

If the Deceased Tenants Report is incorrect documentation must be obtained to resolve discrepancy.

Form HUD-50058 with change of family composition or for move-out.

Note: If action was taken to remove the deceased tenant from the household or to terminate tenancy of a deceased single member of a household at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required

Master File

Retain copy of report in a master "Deceased Tenants Report" files for 3 years.

Tenant File

Form HUD-50058 plus any other documentation received for a particular tenant must be retained for term of tenancy plus 3 years.

Renton Housing Authority will begin with the highest level of verification techniques.

Renton Housing Authority is required to access the EIV system and obtain an Income Report and must print the Income Discrepancy report at the same time the Income Report is printed for each household.

Renton Housing Authority is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations and interims of family income and composition.

If the Income Report does not contain any employment and income information for the family, then Renton Housing Authority will attempt the next lower level verification technique, as noted in the below chart.

Level Verification Technique Ranking

Level 6

Upfront Income Verification

(UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)

Highest (Mandatory)

Level 5

Upfront Income Verification

(UIV) using non-HUD system

Highest (Optional)

Level 4

Written third Party Verification

High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)

Level 3

Written Third Party Verification Form

Medium-Low(Mandatory if written third party verification documents are not available or rejected by Renton Housing Authority; and when the applicant or tenant is unable to provide acceptable documentation)

Level 2

Oral Third Party Verification Low (Mandatory if written third party verification is not available)

Level 1

Tenant Declaration Low (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants.

However, EIV is not available for verifying income of applicants.

Verification Technique Definitions

Third Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted that the EIV system is available to all PHAs as a UIV technique. Renton Housing Authority is encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third Party Verification (Level 4): An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or Renton Housing

Authorities request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. Renton Housing Authority may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information. Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

Current acceptable tenant-provided documents must be used for income and rent determinations.

Renton Housing Authority is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the Renton Housing Authority will project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 days (from Renton Housing Authorities interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third Party Verification Form (Level 3): Also, known as traditional third party verification.

A standardized form to collect information from a third party source

The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email.

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

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires Renton Housing Authority to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form.

The use of acceptable tenant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

Oral Third Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to Renton Housing Authorities faxed, mailed, or emailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third Party Verification Technique

Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to Renton Housing Authority. This verification method should be used as a last resort when Renton Housing Authority has not been successful in obtaining information via all other verification techniques. When Renton Housing Authority relies on tenant declaration, Renton Housing Authority must document in the tenant file why third party verification was not available.

Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons.

Renton Housing Authority may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, Renton Housing Authority is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c) (1) and §982.516(a) (2), which states, “Renton Housing Authority must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**”

Third party verification requirements

In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, Renton Housing Authority must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:

- (i) reported family annual income;
- (ii) the value of assets;
- (iii) expenses related to deductions from annual income;
- (iv) other factors that affect the determination of adjusted income.

How to comply with and reduce administrative burden of third party verification requirements of family annual income

Renton Housing Authority can comply with and reduce administrative burden of third party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a. Reviewing the EIV Income Report to confirm/validate tenant-reported income; and
- b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
- c. Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
- d. Using current tenant-provided documentation and/or third party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, Renton Housing Authority does not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

Renton Housing Authority may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

When the Renton Housing Authority is required to request written third party verification

Renton Housing Authority must request written third party verification under the following circumstances:

- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b. When Renton Housing Authority requires additional information that is not available in EIV and /or the tenant is unable to provide Renton Housing Authority with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
 - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
 - ii. for new employment: pay rate, number of hours worked per week, pay frequency, etc.
 - iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Renton Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security Administration, electronic reports	Social Security card
Citizenship	N/A	Signed certification, Declaration of citizenship, Eligible Non-citizenship or Non-contending and a signed consent form for each family member, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Pay stubs from the most recent two (2) consecutive pay periods or a earning statement from your employers
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Department of Social and Human Services	Record of deposits, divorce decree, Copy of separation or divorce agreement indicating type of support, amount and payment schedule
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source, or Print-out of benefit amounts generated by RHA through automated tie-in directly to the Departments computers.	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first recertification, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first recertification, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first recertification, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Renton Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Renton Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Renton Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the head of the household must sign the list.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the family causes the delay.

If the Renton Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number must provide verification of their Social Security number. New family members being added must provide this verification prior to being added to the lease. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, Renton Housing Authority is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if Renton Housing Authority determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc. Children in assisted households must provide this verification at the first regular recertification after turning the age of six years old. When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide Renton Housing Authority with the documentation within 90 calendar days of the child being added to the household

The best verification of the Social Security number is the original Social Security card. If the card is not available, Renton Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. Renton Housing Authority will require any individual who does not have a Social Security number to obtain a Social Security number within 90 calendar days. In order to comply with the HUD form-50058 reporting requirements, the Renton Housing Authority Executive Director or designee will generate a temporary "H- -" prefix Alternate ID number through the HUD PIC website for any household member that does not have a Social Security number. When a Social Security number is provided it will be changed from the alternate ID previously generated to the current Social Security number provided by the head of household.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 90 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within sixty (60) days for new lease-up Participants. Documents may be within 90 to 120 days of certification or recertification to be considered current. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim recertification is conducted, Renton Housing Authority will third-party verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular recertification. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular recertification.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual recertification, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount for the LIPH programs.

- A. Families who opt for the flat rent will be required to go through the income recertification process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a recertification and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Renton Housing Authority will provide them with the following information whenever they have to make rent decisions:

1. Renton Housing Authority's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, Renton Housing Authority will provide the amount of income-based rent for the subsequent year only the year Renton Housing Authority conducts an income recertification or if the family specifically requests it and submits updated income information.

13.2 THE INCOME RENT DETERMINATION METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum TTP rent of \$50.

13.3 MINIMUM RENT

Renton Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, Renton Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 2. When the family would be evicted because it is unable to pay the minimum rent;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 4. When a death has occurred in the family.

- B. No hardship. If Renton Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If Renton Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. Renton Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period Renton Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If Renton Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal Renton Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

Renton Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. Renton Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

Renton Housing Authority will post the flat rents at each of the developments and at the central office. The Board of Commissioners incorporates flat rents in this policy upon approval.

The gross flat rent accounts for the utility allowance corresponding to the occupied unit and the family's monthly rent payment is considered the net flat rent as codified in the flat rent schedule approved by the Board of Commissioners.

13.5 CEILING RENT

Renton Housing Authority has set a ceiling rent of \$700 for each unit at Houser Terrace. However, for the public housing units the need for ceiling rent is mitigated by the availability of a flat rent option for each household at the time lease-up of annual recertification.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;

- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Renton Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Renton Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Renton Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 UTILITY ALLOWANCE

Renton Housing Authority shall establish a utility allowance for all metered tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Renton Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Renton Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

Renton Housing Authority paid utilities (such as water, sewer and garbage); Renton Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by Renton Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual recertification.

Families with high utility costs are encouraged to contact the Renton Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Renton Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Renton Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Renton Housing Authority uses the actual number of days in a particular month and multiplies by the number of days remaining in that month to determine rent proration.

So the month of February would be divisible by 28 days, not 30 (which was our previous practice).

This policy applies to Portability calculations and invoices for HAP and utility allowance payments as well.

When calculating annual income and monthly rent rounding will be down to the nearest dollar for \$0.49 and up to the nearest dollar for \$0.50.

Rent and other charges are due and payable on the first day of the month. All rents should be paid directly to the bank and not to the Manager. The envelope provided by the Renton Housing Authority accompanying the rent statement is to be used. Reasonable accommodations for this requirement will be made for persons with disabilities. Payments for rent and other charges should be in the form of a check or money order. The Tenant must include the rent statement payment stub. As a safety measure the Renton Housing Authority prefers that no cash be used for making a rent payment.

If a Tenant does not pay the full amount of rent due for a given month by the end of the seventh day of that month, the Renton Housing Authority may collect a fee of \$7.00 on the eighth day of the month.

Thereafter, the Renton Housing Authority may collect \$1.00 for each additional day the rent remains unpaid during the month it is due. The Renton Housing Authority may not terminate the Lease Agreement for failure to pay late charges, but may terminate for nonpayment of rent as explained in the Lease Agreement.

A Pay or Vacate Notice will be served if rent payment is not received as required. Service of the Notice carries a \$25.00 charge (exclusive of the Golden Pines and Cedar River Terrace where no such fee is assessed for service of a Pay or Vacate Notice). In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged with the actual cost of such proceedings.

The Renton Housing Authority may collect from the Tenant the actual bank fee on any check from the Tenant that is not honored for payment (Non-Sufficient Funds check).

13.9 HOUSER TERRACE RENT DETERMINATION POLICIES

Houser Terrace rent recertification: Income reviews will be held every third (3rd) year, in accordance with the Tenant's every third year lease anniversary date as specified by the Landlord. Tenants will pay rent based on their income and must provide updated information regarding income, expenses, and family composition. The Landlord shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenant's rent for the next three years, subject to a minimum rent of \$350 and a maximum of \$700.

Reporting an increase in income is not required until the subsequent recertification unless an interim rent adjustment has been completed (see Interim Recertification Policy).

In accordance with Board Resolution 2303-2008 RHA will exclude counting interest income on assets toward Houser Terrace rent calculations. Provision of asset documentation is rendered unnecessary under this rule.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every ninety (90) days. In addition, the Tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Tenants may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the landlord's grievance procedures.

Houser Terrace Interim Rent Recertification (rent adjustment): Tenants must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertification:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.

- b. A household member is leaving or has left the family unit.

In addition, Tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertification:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Tenant to determine if a decrease in the rent is warranted.

If the Tenant receives a letter or notice from HUD concerning the amount or verification of family income, the communication shall be brought to the **Renton Housing Authority main office at 2900 NE 10th Street, Renton WA**, within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace].

Houser Terrace Effective Date of Rent Change: The Landlord shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by the Landlord, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: If the Tenant is paying more than the \$350.00 minimum rent and reports their income has decreased, and they return the Interim Recertification Request Packet completed along with the necessary written verification by the 10th of the month, an Interim Recertification can be completed. Any adjustment to the Tenant's rent portion will be effective the first of the month following the Interim Recertification. It shall be the documented preceding month's income or estimated future projection that dictates the following month's interim rent calculation. If the Tenant does not report the reduction of income until after the 10th of the month, any adjustment to the Tenant's rent

will not be effective until the second month after the recertification on the change of income. Subsequent increases of income must be reported within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the Tenant's knowledge of increased earnings and the Landlord will determine if the rent will be increased in accordance with the RHA Interim Recertification Policy.

- b. Rent Increases: The Landlord shall process rent increases so that the Tenant is given no less than 30 days advance written notice of the amount due. However, if the tenant has caused the delay in timely processing of the rent increase by not supplying the required information, this 30-day notice requirement is waived and the tenant will be charged the higher rent as of the date it normally would have gone into effect had there been no delay.

Recertification of income and subsequent determination of rent is performed every third year for tenants of Houser Terrace. Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Tenant elects to change to or from flat rent calculation method.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity.
- E. Family members who are exempt from work activity under Part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under Part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

14.3 NOTIFICATION OF THE COMMUNITY SERVICE REQUIREMENT

Renton Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

Renton Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. Renton Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual recertification on or after **January 1, 2011**. For families paying a flat rent, the obligation begins on the date their annual recertification would have been effective had an annual recertification taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual recertification.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance tenant self-sufficiency, and/or increase the self-responsibility of the tenant within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Renton Housing Authority will coordinate with social service agencies, local schools, and Renton Vocational Institute in identifying a list of volunteer community service positions.

Together with the tenant advisory councils, Renton Housing Authority may create volunteer positions such as community space monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual recertification on or after January 1, 2011, and each annual recertification thereafter, the Renton Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Renton Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Renton Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

Renton Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the tenant shall at the same time stay current with that year's community service requirement. The first hours a tenant earns go toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Renton Housing Authority shall take action to terminate the lease.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Renton Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 RECERTIFICATIONS

At least annually, Renton Housing Authority will conduct a recertification of family income and circumstances. Renton Housing Authority shall use the same procedures for obtaining, verifying and use the same calculation processes that were used at admission.

The results of the recertification determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

Renton Housing Authority will send a notification letter and recertification packet to the family letting them know that it is time for their annual recertification, giving them the option of selecting either the flat rent or income method. The recertification documents are to be completed as instructed in the notification letter and returned to the Renton Housing Authorities main office accompanied by the requisite forms of verification. An appointment may also be scheduled if either the family or Renton Housing Authority certifying employee feels an individual interview is needed. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The notification letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, Renton Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the recertification notice letter and fails to attend a required interview, a second letter will be mailed. The second letter will advise of a new time and date for returning the documentation, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to comply with the second notice will result in the Renton Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the recertification process will state the following:

- A. Each year at the time of the annual recertification, the family has the option of selecting a flat rent amount in lieu of completing the recertification process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income recertification process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a recertification and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates if known upon which the Renton Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.
- I. A HUD form-9886 Authorization for the Release of Information that is to be signed and returned to the main office. In this way the tenant file will always contain a form-9886 current for a 15-month period.

Each year prior to their anniversary date, Renton Housing Authority will send a recertification letter to the family offering the choice between a flat and an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, Renton Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with Renton Housing Authority representative, they may make the selection on the form and return the form to the Renton Housing Authority. In such case, the Renton Housing Authority will cancel the appointment.

15.4 THE INCOME-BASE RECERTIFICATION METHOD

During the recertification process the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Renton Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;

- B. 30% of adjusted monthly income; or
- C. The minimum TTP rent of \$50.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RECERTIFICATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM RECERTIFICATIONS

Changes in family composition, disability status, or increased income for anyone in the household who is 18 years of age or older, must be reported to RHA in writing within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the actual change.

Families will not be required to, but may report, any decrease in allowable expenses between annual recertification.

During an interim recertification, the information affected by the changes being reported will be reviewed and verified. RHA may also seek verification for any other current sources of income or deductions associated with calculating the correct tenant rent payment.

Families are required to report the following changes to Renton Housing Authority between regular recertification. If the family's rent is being determined under the income method, these changes will trigger an interim recertification amending the family composition where applicable, changing the income-based rent calculation. Housing Choice Voucher Program the payment standard will not be changed), and will not result in a reduction in the number assigned bedrooms until the next annual recertification in accordance with the family's eligibility. The family shall report these changes within ten (10) business days [or fourteen (14) calendar days in the case of **Golden Pines and Cedar River Terrace**] of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody, or is in other ways a person who is requested to be added.

In general any person requested to be added who is not born into the household, adopted into the household, married into the household or in other ways able to demonstrate a stable relationship, the Renton Housing Authority may not add the requested person, especially if it results in an increase to the required number of bedrooms or level of subsidy. In order to add a household member other than through birth or adoption

(including a live-in aide), the family must request that the new member be added to the lease (or Section 8 voucher as the case may be) in accordance with the Family Composition Addition request process iterated in this ACOP. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease (or Section 8 voucher). At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

- B. A household member is leaving or has left the family unit. In this instance, the family will not be required to transfer to a smaller BR unit (or in the case of a Section 8 Housing Choice Voucher be subject to a reduced payment standard established as a result of the bedroom size eligibility) until the corresponding effective date of the subsequent annual recertification.

Families are not required to, but may at any time, request an interim recertification based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, Renton Housing Authority will take timely action to process the interim recertification and recalculate the tenant's rent.

15.7 SPECIAL RECERTIFICATIONS & ZERO OR SPORADIC INCOME

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Renton Housing Authority shall schedule special recertification every ninety (90) days until the income stabilizes and an annual income can be determined. These reviews may coincide with the annual recertification cycle.

RHA will consider processing an interim recertification as a result of a family reporting increased income depending upon the following scenarios:

[TENANTNAME]'s Household was on Zero or Sporadic Income, with a rent that had **not** been set for the YEAR and a recertification is to be completed and Total Tenant Payment set in accordance with 30 day rent increase notification requirement.

LIPH family Eligible for Income Exclusion _____ first year 100% _____ second year 50% completed for member: _____

DEFINING ZERO OR SPORADIC INCOME:

As a general rule, a household will be considered to have Zero or Sporadic Income if the amount of annual income is less than that which the family would be eligible to receive under a DSHS grant. See the DSHS payment schedule below.

DSHS

Payment Standard

No. in family	Monthly	Annual
1	\$305	\$3,660
2	\$385	\$4,620
3	\$478	\$5,736
4	\$562	\$6,744
5	\$648	\$7,776
6	\$736	\$8,832
7	\$850	\$10,200
8	\$941	\$11,292
9	\$1,033	\$12,396
10+	\$1,123	\$13,476

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR RECERTIFICATIONS AND SUBSEQUENT REPORTING REQUIREMENTS

If a Renton Housing Authority assisted tenant reports their income has decreased, or their medical or dependent care expenses have significantly increased, and they return this Interim Recertification Request Packet completed along with the necessary written verification by the 10th of the month, an Interim Recertification can be completed. Any adjustment to the tenant's rent portion will be effective the first of the month following the Interim Recertification. It shall be the documented preceding month's income or estimated future projection that dictates the following month's interim rent calculation. If the tenant does not report the reduction of income until after the 10th of the month, any adjustment to the tenant's rent will not be effective until the second month after the recertification on the change of income

If an Interim Recertification of the tenant income and eligibility is completed and a subsequent reduction made in the TTP, the tenant must report all future changes, again within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace].

Unless there is a delay in recertification processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and a delay is beyond the control of the family, the reduction will be effective the first of the month after the interim recertification should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

If a tenant payment to owner change is associated with a bedroom reduction in the voucher payment standard (VPS) due to a reduction in the voucher bedroom size because of a departure of a formerly present family member removed from the voucher, the VPS shall go into effect at the time of the subsequent annual recertification (A/R)

However, in accordance with a successful request by the family and recommendation by staff to the Executive Director, the VPS in place prior to the subsequent A/R may be approved to continue for 120 days and one month beyond the A/R effective date or upon the families move to an alternate unit whichever is less, in order to allow for the MWCA process and mitigate the financial burden associated with a sudden loss of subsidy that may lead to eviction for nonpayment of tenant rent and termination of the voucher.

The proper reporting by the tenant of the change in family composition, will figure into the recommendation and any approval of any VPS continuation

16.0 UNIT TRANSFERS

By rule a tenant cannot live simultaneously in two units subsidized under the same program.

That is, RHA does not double charge tenants when transferring within LIPH. By policy we stop the rent at the former unit the day prior to lease execution effective date and rent begins on the new unit in accordance with the signed lease.

This would hold true for all transfers within a program, such as from a Golden Pines unit to another unit in Golden Pines, just as from one LIPH unit to another.

However, if someone is moving out of a unit in one program and leasing in a new unit in another program as a processed applicant (e.g. Houser Terrace resident moving into Hillcrest) then rent would continue on the Houser Terrace unit until the tenant actually turns in the keys or in other ways formally vacates the previous unit.

The process of moving between programs, or from one housing authority to another for that matter is such that the reasoning is justified when letting the rent continue on the vacating unit until the keys are turned in.

Finally, because RHA dispensed with federal preferences, even if someone is only into their 5th month on a one year RHA lease, if they come to the top of the application waiting list for a different RHA program unit and would like to complete the intake interview process, be approved, view and lease, the alternative program unit thereby breaking their one year lease, RHA must permit the tenant do so.

The tenant can be held accountable for the required 20 day notice to vacate and be charged rent accordingly for the unit they are leaving mid-term, but RHA cannot block them from exercising their alternative program application option.

Renton Housing Authority can fairly impose charges incurred to make the mid-term vacated unit rent ready. RHA is sensitive to the Fair Housing Regulations, and the requirement to honor a tenant's additional waiting list applications.

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.

- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To address Exit Housing requests meeting required criteria.
- F. To provide an incentive for families to model good tenancy characteristics by being given the opportunity to be awarded with a more desirable unit, recently remodeled or otherwise.
- G. To assist in meeting the Renton Housing Authority's decentralization goals.
- H. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Approved transfers will be maintained systematically by program, in order of bedroom size, priority, and then in order of date and time of application

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible feature to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. Help meet certain Renton Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to address exit housing requests, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Renton Housing Authority when a transfer is the only or best way of solving a serious problem. Excluded from this category are transfers awarded to families for good tenancy characteristics under the Incentive Transfer Program where a newly remodeled unit has been made available.

16.3 FAMILY RIGHT TO MOVE; EXIT HOUSING

(a) The family may terminate the PBV assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

(b) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

(c) Before providing notice to terminate the lease under paragraph (a) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance. (d) If the family terminates the PBV assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

16.4 INCENTIVE TRANSFERS

Current tenants may request an incentive transfer to another unit if they meet each of these criteria:

- A. Occupied the same unit for a minimum of three years;
- B. The family is current in the payment of all charges owed to the Renton Housing Authority and not been served a Pay Or Vacate Notice in the preceding two years;
- C. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Renton Housing Authority staff;
- D. Have consistently maintained the dwelling unit in good condition as determined by inspections results (unit is clean, orderly, free from tenant-caused damage or excessive wear and tear; the area around the unit is kept tidy and well-tended);
- E. The family will not be under or over-housed as a result of said transfer;
- F. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less.

16.5 DECONCENTRATION TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

16.6 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by program in the above categories and within each category by bedroom size, and date and time.

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one (1) transfer for every three (3) admissions in accordance with program, chronological application/transfer date and approval date, by bedroom size, except as determined by the Executive Director or designee in order to satisfy Renton Housing Authority's obligation to make the best possible use of housing resources (e.g. Cole Manor contains only 2 four BR units and when an over-housed family in a 4-BR is identified for a size-down transfer into the next available 3-BR the transfer should take place thereby making a 4-BR available for an eligible family).

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete an intra-program transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both in excess of the days allowed to complete the transfer. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they would not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Renton Housing Authority and the family rejects two offers without good cause, the Renton Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Renton Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides decentralization incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is an incentive transfer initiated by the family, the family may, without good cause and without penalty, turn down one offer. After turning down a second such incentive transfer offer without good cause, the family's name will be removed from the incentive transfer waiting list.

16.7 COST OF THE FAMILY'S MOVE

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

- C. 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
- D. 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 Renton Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Renton 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.

16.8 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Renton Housing Authority. This means the family must be in compliance with their lease, current in all payments to Renton Housing Authority, and must pass a housekeeping inspection.

16.9 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Renton Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Renton Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of receipt of the request to schedule a meeting.

Renton Housing Authority will grant or deny the transfer request in writing within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.10 RIGHT OF THE RENTON HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

16.11 Family Composition Addition, Unit Transfer, Reasonable Accommodation, Issuing Larger Section 8 Voucher, Initial Term HAP Termination, Move with Continued Assistance

A. Family Composition Addition

In general any person requested to be added who is not born into the household, adopted into the household, married into the household or in other ways able to demonstrate a stable relationship, the Renton Housing Authority may not add the requested person, especially if it results in an increase to the required number of bedrooms or level of subsidy.

If a primary care provider or physician documents that it is medically necessary for the person with a disability to be added to the RHA household; and there is information that they have been unable to discover appropriate alternatives for their housing and care; and they pass the background suitability screening; their addition to the residence may be approved by RHA.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. A Family Composition Addition Request to be used for any tenant requesting to add a member to their family who was not born into the household. Once completed by the family, the form is to be given either to the Section 8 Occupancy Manager, Public Housing Manager, or Senior Housing Manager according to program. They will make their comments and recommendation to the Operations Administrator/Section 8 Program Coordinator or designee and he/she will determine whether RHA shall further consider the household addition.

With a positive initial review the family will be asked to complete an Alliance 2020 application for the person in question. It is a requirement that the potential new household member complete the Alliance 2020 application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. This screening process is similar to the process for all applicants.

RHA will pay the cost of conducting a background screening (through Alliance 2020) for a person requested by a tenant to be added to an LIPH, Section 8 HCV, Golden Pines, or Cedar River Terrace rent-assisted family composition in accordance with 24 CFR 982.553(d)(3).

Completed Alliance 2020 applications will be given to Admissions and Administrative Supervisor to process.

Renton Housing Authority will determine the eligibility and suitability of the individual before adding them to the lease (or Section 8 Voucher as the case may be). If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease (or Section 8 voucher as the case may be). At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

The effective date of the new rent will be in accordance with Section 15.8.

If working with a Section 8 tenant who plans to remain in the same unit, the family must also provide a written statement from the landlord consenting to the additional person's residency. Processed Alliance 2020 applications will be brought to the attention of the Operations Administrator/Section 8 Program Coordinator, via the Section 8 Occupancy Manager, Public Housing Manager according to the program. With the Operations Administrator, Section 8 Program Coordinator or Director's final approval the family will be instructed to complete an interim recertification packet. The packet completed by the family will be given to the Section 8 Occupancy Manager or Public Housing Manager according to the housing program.

Conversely, if denied, the requested individual may not live in the unit and a letter stating this fact and reasons why will be sent. There is no right to grieve the final decision unless elements of a reasonable accommodation are present in the request.

Once an additional person is to be added to a Voucher through the above process, the Section 8 Occupancy Manager will send a S8 Family Addition Lease Amendment form (WPB) to the landlord.

B. Unit Transfer

On the WPB is a form to be used for any RHA tenant requesting to transfer. Once completed by the family, the Public Housing Manager will attach the Transfer Decision form (WPB) and submit it to the Operations Administrator or Section 8 Program Coordinator with their recommendation. If the reason for wanting to transfer is related to an accommodation for a disabled resident, the family should also be given the Accommodation form (WPB) to complete with their primary care provider or physician.

Approved transfer documents will be referred to the Admissions and Administrative Supervisor for unit assignment in accordance with approval instructions and waiting list rules.

For Section 8 families where the landlord is refusing to extend the lease, the Section 8 Occupancy Manager should inquire for an explanation. If the lease is being terminated or an extension withheld for cause, the circumstances are to be brought to the attention of the Operations Administrator or Section 8 Program Coordinator before a voucher is issued for a Move With Continued Assistance.

(Reasonable Accommodation (Transfer, Live-in Aide, etc.)

Available on the WPB is the Accommodation form to be used for a client requesting an accommodation for equal access, participation and use of any RHA program. Once completed by the family and their primary care provider or physician, the Section 8 Occupancy Manager, or Public Housing Manager will attach the Accommodation Recommendation Decision form (WPB) and submit it to the Operation Administrator or Section 8 Program Coordinator with their recommendation. Approved accommodation documents will be dispatched in accordance with approval instructions.

A live-in aide does not have residual tenancy rights, and is subject to the RHA Family Addition Request policy should they later wish to be reclassified as a family member and not a live-in aide.

D. Issuing Larger Section 8 Voucher

All requests for larger bedroom size vouchers must be made in writing and submitted to the Executive Director or his designee with the Section 8 staff person's recommendation. The voucher may not be issued until explicitly approved by the Executive Director or designee.

E. Initial Term HAP Termination Move with Continued Assistance

All requests by a family to Move with Continued Assistance (MWCA) within the first full-year term of the HAP must be made in writing and submitted to the Operations Administrator or Section 8 Program Coordinator with the Section 8 staff person's recommendation. The voucher may not be issued until explicitly approved by the Executive Director or designee.

An authorized representative of the Renton Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Renton Housing Authority file and a copy given to the family member. An authorized Renton Housing Authority representative will inspect the premises at the time the tenant vacates and will furnish a statement of any charges to be made provided the tenant turns in the proper notice under State law. The tenant's security deposit can be used to offset against any Renton Housing Authority damages to the unit.

17.0 INSPECTIONS

17.1 MOVE-IN INSPECTIONS

Renton 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 tenant file.

17.2 ANNUAL INSPECTIONS

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

17.3 PREVENTATIVE 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 provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

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

Section 8 Quality Control Inspection - The requirement for a housing authority with 604- 2000 vouchers equals 16 plus 1 for each 100 (or part of 100 over 600) to satisfy the HUD regulation. Supervisory inspections will be determined by the total number of units that were under lease during the Housing Authority's previous fiscal year.

17.5 HOUSEKEEPING INSPECTIONS

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

17.6 NOTICE OF INSPECTION

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

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Renton 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 tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, Renton Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Renton Housing Authority to help the family identify any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Renton Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The Renton Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant 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.

18.0 LEASE AGREEMENT

18.1 USE OF PREMISES

The Tenant shall use the premises as their primary and private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord. **If the tenant or any member of the household is absent from the unit for more than 180 days it will be considered that the assisted unit is no longer their primary place of residence and the housing authority may proceed with action to remove the family member or terminate the tenancy if there are no remaining family members.**

18.2 ATTACHMENTS

The following documents and policies are included in the ACOP supplement and are given to each tenant at the time they sign the public housing lease:

- Attachment #1: Tenant Certification of Compliance with Information Reporting (signed Lindsey Att. 3 copy to file and Tenant)
- Attachment #2: Unit Move-in Inspection Report (signed RHA copy to file and Tenant)
- Attachment #3: Drug-Free Housing Lease Amendment (Lindsey copy to file & Tenant)
- Attachment #4: Flat Rent Option form (signed RHA copy to file and Tenant)
- Attachment #5: House Rules (copy to Tenant and retain copy of signature page)
- Attachment #6: Pet Policy (copy to Tenant)
- Attachment #7: Smoke Detection Device Notice (signed RHA copy to file and Tenant)
- Attachment #8: Lead Based Paint Notice (signed Lindsey copy to file and Tenant)
- Attachment #9: Emergency Evacuation Procedures (copy Tenant)
- Attachment #10: Grievance Hearing Policy (copy to Tenant)
- Attachment #11: Community Service Policy/Compliance Certification (copy to Tenant)

18.3 CO-SIGNER LEASE RIDER

If in accordance with the Renton Housing Authority approving an applicant's housing application a co-signer was required the co-signer adds their signature to this Lease and they will be responsible for payment of rent, damages and any fees associated allowable under the Lease in the event the tenant defaults the co-signer becomes as unconditional guarantor on the public housing lease agreement.

19.0 REPAYMENT AGREEMENTS

When a tenant owes the Renton Housing Authority back charges and is unable to pay the balance by the due date, the tenant may request that the Renton Housing Authority allow them to enter into a Repayment Agreement. Renton Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a time period determined by the Housing Authority in a thoughtful and considerate manner. All Repayment

Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Tenant to eviction procedures.

Note: If the Renton Housing Authority has a minimum rent of \$50.00, and will allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION

20.1 *TERMINATION BY TENANT*

The tenant may terminate the lease at any time upon submitting a 20-day written notice. If the tenant vacates prior to the end of the twenty (20) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. Generally, the tenant will demonstrate and conclude the act of vacating by turning in the keys along with any other RHA building keys or passes, and otherwise surrendering possession of the unit.

20.2 *TERMINATION BY THE RENTON HOUSING AUTHORITY*

After October 31, 2003, Renton Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

Renton 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:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved tenant businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Renton Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. 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 Housing Authority; and
- M. Other good cause.

The Renton Housing Authority reviews public records at <http://dw.courts.wa.gov>, especially if neighbors or other people in the community complain about a particular unit.

Renton Housing Authority will contact you in writing when a complaint has been made regarding your household. You have the opportunity to respond in writing and RHA will look into the complaint. Please deliver a written explanation about the accuracy and relevancy of the alleged charges, including comments about what happened, the extenuating circumstances, and actions that you have taken or plan to take that will resolve the matter and guard against any recurrence.

You will be sent a follow-up letter explaining RHA's decision. If a decision is made to terminate your rental assistance (or evict if the unit is owned by RHA), you have the right to request an Informal Hearing.

The Operations Administrator, Section 8 Program Coordinator or their designee will send a letter to the tenant enclosing a copy of the record obtained from local law enforcement or a description of relevant information germane to the proposed action. The letter will allow the tenant no fewer than ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] to arrange for an appointment with Operations Administrator, Section 8 Program Coordinator or their designee to dispute the accuracy and relevancy of the information before the decision to evict or terminate is reached.

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

20.3 ABANDONMENT

Renton Housing Authority will consider the tenancy abandoned if the tenant is in default in the payment of rent and the tenant reasonably indicates by words or actions an intention not to resume the tenancy. When a tenancy has been abandoned, the Renton Housing Authority may immediately enter and take possession of any property of the tenant found in the unit and may store the property in any reasonably secure place.

Renton Housing Authority will make reasonable efforts to provide the tenant with a notice containing the name and address of the Renton Housing Authority and the place where the property is stored. The notice will also inform the tenant that a sale or disposition of the property will take place pursuant RCW 59.18.310, and the date of the sale or disposal. Further, the notice will inform the tenant of the right under RCW 59.18.230 to have the property returned prior to its sale or disposal. The Renton Housing Authority will be deemed to have made reasonable efforts to notify the tenant if the notice is

mailed by first class mail to the tenant's last known address and to any other address provided in writing by the tenant or actually known to the Renton Housing Authority where the tenant might receive the notice.

Renton Housing Authority will return the property to the tenant after the tenant has paid the reasonable drayage and storage costs if the tenant makes a written request for the return of the property before the property has been sold or disposed. After forty-five (45) days from the date the notice of such sale or disposal is mailed or personally delivered to the tenant, the Renton Housing Authority may sell or dispose of the property, including personal papers, family pictures, and keepsakes. Renton Housing Authority may apply any income derived from such sale against moneys due the Renton Housing Authority, including reasonable costs for storage of the property. If the property has a cumulative value of fifty dollars (\$50.00) or less, Renton Housing Authority may sell or dispose of the property in the manner provided herein, except for personal papers, family pictures, and keepsakes, after seven (7) days from the date the notice of sale or disposal is mailed or personally delivered to the tenant, provided that Renton Housing Authority has made reasonable efforts, as defined herein, to notify the tenant.

Any excess funds derived from the sale of the property shall be held by the Renton Housing Authority for the benefit of the tenant for a period of one (1) year from the date of sale. If the tenant has provided the Renton Housing Authority with a new forwarding address, Renton Housing Authority will send notice to the tenant advising the tenant of the excess funds. If no claim is made by the tenant for the recovery of the funds prior to the expiration of the one (1) year period, the excess funds shall be the property of the Renton Housing Authority, including any accrued interest.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the Renton Housing Authority will return the security deposit within fourteen (14) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

Renton Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail to the last known address of the Tenant with first class postage paid within fourteen (14) days.

20.5 VIOLENCE AGAINST WOMEN ACT (VAWA)

In accordance with the VAWA RHA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such actions is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the U.S. Housing Act of 1937 as amended by VAWA, and June 23, 2006 HUD issued notice PIH 2006-23.

RHA will promptly meet with any tenant or participant reporting instances of violence against a woman or related domestic violence associated with its housing programs or buildings.

In a thoughtful and respectful manner, trained RHA staff will assist the reporting party in completing a domestic violence form such as the Form HUD-91066, Certification of Domestic Violence, Dating Violence or Stalking. The interviewing staff member in addition to making referrals to local service providers will recommend RHA action to include facilitating a transfer or portability to another jurisdiction.

RHA will ensure that landlord; including RHA itself does not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse. The landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

21.0 PUBLIC HOUSING GRIEVANCE PROCEDURE

A copy of this policy shall be posted in the admissions office and provided to the tenant at the time of leasing. A summary of the procedure will be included in every notice of decision sent to an applicant or tenant.

21.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a tenant shall be entitled to a hearing before a Hearing Officer.

21.2 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute, which a tenant may have with respect to the Renton Housing Authority's action or failure to act in accordance with the individual tenant's lease, or Authority regulations, which adversely affect the individual tenant's rights, duties, welfare or status. Grievance does not include any dispute a tenant may have with the Renton Housing Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other tenants or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between tenants not involving the Renton Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any tenant whose grievance is presented to the Renton Housing Authority in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

2. Right of the tenant to be represented by counsel;
 3. Opportunity for the tenant to refute the evidence presented by Renton Housing Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; and
 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 21.4.2.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Tenant"** shall mean the adult person other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Renton Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the tenant family residing in the unit.
- F. **"Resident Organization"** includes a tenant management corporation.
- G. **"Promptly"** (as used in section 21.3, and 21.4), shall mean within the time period indicated in a notice from Renton Housing Authority of a proposed action, which would provide the basis for a grievance if the tenant has received a notice of a proposed action from the agency.

21.3 PROCEDURES PRIOR TO A HEARING

Applicant denial, lease enforcement and other such decision notices will advise the family of their right to request a grievance hearing and to do so they must submit a written grievance hearing request within ten (10) business days, or in the case of Golden Pines, Cedar River Terrace or Houser Terrace 14 calendar days of the date of the notice.

Any tenant grievance not related to a decision notice shall be promptly and personally presented, either orally or in writing, to the Renton Housing Authority main office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) business days and one copy shall be given to the tenant and one retained in the Authority's tenant file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the tenant is not satisfied.

21.4 PROCEDURES TO OBTAIN A HEARING

21.4.1 Request For Hearing

The tenant shall submit a written request for a hearing to the Renton Housing Authority main office within ten (10) business days, or in the case of Golden Pines, Cedar River Terrace or Houser Terrace 14 calendar days, from the date of a notice of decision that allows for a grievance hearing, or from the date of the summary of a discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

21.4.2. Selection of a Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the Renton Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

21.4.3 Failure to request a hearing

If the tenant does not request a hearing in accordance with this procedure, then the Renton Housing Authority's notice of decision or disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the tenant of the right thereafter to contest the Renton Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

If the tenant can show good cause why there was failure to proceed in accordance with section 3.0 the provisions of this subsection may be waived by Renton Housing Authority's Executive Director.

21.4.4 Escrow Deposit

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Renton Housing Authority claims is due, the tenant shall pay to the Renton Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Renton Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, Renton Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the tenant may have to contest Renton Housing Authority's disposition of their grievance in any appropriate judicial proceeding.

21.4.5 Scheduling of hearings

Upon the tenant's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the tenant and the Renton Housing Authority. A

written notification specifying the time, place and the procedures governing the hearing shall be delivered to the tenant and the appropriate agency official.

21.5 PROCEDURES GOVERNING THE HEARING

The tenant shall be afforded a fair grievance hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The tenant shall be provided a copy of any such document at the tenant's expense. If the Renton Housing Authority does not make the document available for examination upon request by the tenant, the Renton Housing Authority may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person makes statements on the tenant's behalf;
- C. The right to a private hearing unless the tenant requests a public hearing;
- D. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Renton Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the tenant or Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Renton Housing Authority and the tenant shall be notified of the Hearing Officer's decision. This decision shall not waive a tenant's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Renton Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the tenant is visually impaired, any notice to the tenant that is required by these procedures must be in an accessible format.

21.6 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Renton Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

21.7 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within ten (10) business days, or in the case of Golden Pines, Cedar River Terrace or Houser Terrace 14 calendar days, after the hearing. A copy of the decision shall be sent to the tenant and the Renton Housing Authority. The Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Renton Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Renton Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Renton Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Renton Housing Authority action or failure to act in accordance with or involving the tenant's lease or Authority regulations, which adversely affect the tenant's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Renton Housing Authority or which denies the relief requested by the tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the tenant may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim recertification.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, and medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

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 actively seek employment, 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. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance tenant self-sufficiency, or increase tenant self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the 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).

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;

- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the Renton Housing Authority and set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Full-Time Student: A person who is attending school or vocational training on a full-time basis.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A recertification of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a recertification.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))
- D. Does not have residual tenancy rights, and is subject to the RHA Family Addition Request policy should they later wish to be reclassified as a family member and not a live-in aide.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; 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 the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family 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 recertification, 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 tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: 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:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the 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

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income recertification. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual recertification of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. Because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not

included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act, which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for 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 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 section 3(a) (1) should be the amount resulting from one application of the percentage.
 - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other 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 by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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. (24 CFR 5.603)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Plan
ADA	Americans with Disabilities Act of 1973
AWHA	Association of Washington Housing Authorities
CDBG	Community Development Block Grant
CFP	Capital Funding Program
CFR	Code of Federal Regulations
CLPHA	Council of Large Public Housing Authorities
DOJ	(U.S.) Department of Justice
FMC	Financial Management Center
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
GAO	General Accounting Office
HAP	Housing Assistance Payment
HASCO	Snohomish Housing Authority
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	(U.S.) federal department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
KCHA	King County Housing Authority
MASS	Management Assessment System
MHC	Millennial Housing Commission
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NAHRO	National Association of Housing and Redevelopment Officials
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
OMB	Office of Management and Budget
PFS	Performance Funding System
PHA	Public Housing Agency
PHADA	Public Housing Authorities Directors Association
PHDEP	Public Housing Drug Elimination Program
PIH	Public and Indian Housing notices
QHWRA	Quality Housing and Work Responsibility Act of 1998
RPD	Renton Police Department
SEMAP	Section 8 Management Assessment Program
SHA	Seattle Housing Authority

SSA	Social Security Administration
SSI	Supplemental Security Income
TTP	Total Tenant Payment
UA	Utility Allowance
UPCS	Unit Physical Condition Standards