

GRANITE CITY HOUSING AUTHORITY

STATEMENT OF POLICY

ADMISSIONS

AND

CONTINUED OCCUPANCY

Effective January 1, 2011

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GRANITE CITY HOUSING AUTHORITY

STATEMENT OF POLICIES

1. AUTHORITY'S OBJECTIVES

The Authority shall adopt and implement policies and procedures embodying standards and criteria for resident selection which take into consideration the needs of individual families for low-income housing developments which provide a decent home, a suitable living environment and foster economic and social diversity in the resident body as a whole.

Such policies and procedures shall be designed to:

1. Avoid concentrations of the most economically and socially deprived families in any one or all of the Authority's low-income housing developments.
2. Preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents of the development environment,
3. Attain a resident body in each development composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of low-income families in the Authority's area of operation, as defined in state law,
4. Not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., unwed mothers or families with children born out of wedlock),
5. Assure that selection by the Authority among otherwise eligible applicants is objective and reasonable,
6. Be consistent with the Authority's responsibilities as a public body, and
7. Be in compliance with State, Local and Federal laws and regulations, including the non-discrimination requirements of Title VI of the Civil Rights Act of 1964 and the provisions of the Annual Contributions Contract with the Department of Housing & Urban Development.

2. DEFINITION OF TERMS

- A. **FAMILY** - "Family" means a Family consisting of two (2) or more persons all of whom are related by blood, marriage, or court decree. This definition includes minors who have a parent\child relationship with another. Family may also mean the remaining member of a Resident Family Unit who can be socially accepted by the Residents and the Authority, and is capable of maintaining a home and paying rent.
- B. **ELDERLY PERSON** - A person who is at least 62 years of age.
- C. **ELDERLY FAMILIES** - A Family whose head, spouse or sole member is a person who is an Elderly, Disabled or Handicapped Person. It may include two or more Elderly, Disabled Persons living together, or one or more such persons living with one or more persons who is determined to be essential to their care of well being.

- D. **VETERAN** - A veteran means a person (man or woman) who has served in the active military service of the United States and who has been discharged or released therefrom under conditions other than dishonorable.
- E. **SERVICEMAN** - A serviceman means a person (man or woman) in the active military service of the United States.
- F. **DISABLED PERSON** - A person is disabled if one of the following applies:
1. As set forth in Section 223 of the Social Security Act, a disability is an inability to engage in any substantial gainful activity because of any physical or mental impairment
 2. Has a physical, mental or emotional impairment that:
 - (aa) Is expected to be of long continued and indefinite duration;
 - (bb) Results in substantial functional limitations in any of the following areas of major-life activity:
 - (1.1) Self care
 - (2.2) Receptive and responsive language;
 - (3.3) Learning;
 - (4.4) Mobility;
 - (5.5) Self direction;
 - (7.7) Economic self-sufficiency.
- G. **DISPLACED FAMILY** - A displaced family means any family displaced through the action of a public body or court, through enforcement of housing standards or through the demolition, closing or improvement of dwelling units, or whose dwelling has been extensively damaged as a result of a disaster within the area of operation of the Authority or one who has been displaced by government action due to a disaster, declared or formally recognized by the Federal Government, whose dwelling was extensively damaged or destroyed.
- H. **LIVE-IN AIDE** – Is a person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities who:
- Is determined to be essential to the care and well-being of the person;
 - Is not obligated for the support of the person; and
 - Would not be living in the unit except to provide the necessary supportive services.
- I. **MINOR** - Minor means a person less than eighteen years of age. (An unborn child may not be counted as a minor)
- J. **HEAD OF HOUSEHOLD** - Head of household means the family member who is responsible and accountable for the family.

- K. **UTILITIES** - Utilities means water, electricity, gas, trash collection and sewerage services. Telephone service is not included as a utility.
- L. **CHILD CARE EXPENSES** - Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- M. **FULL-TIME STUDENT** - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
- N. **DEPENDENT** - A member of the Family household (excluding foster children) other than the Family head or spouse, who is under 18 years of age or is a Disable Person or Handicapped Person, or a Full-Time Student.
- O. **LOWER INCOME FAMILY** - A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.
- P. **NEAR-ELDERLY** - A person who is the age of 50 to 62 years of age.
- Q. **REASONABLE ACCOMODATION** – a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Accommodations, to be considered reasonable, must not cause undue financial and administrative burden and alter the fundamental nature of the PHA’s housing program.
- R. **UPFRONT INCOME VERIFICATION**- 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 large number of individuals.
- S. **THIRD PARTY VERIFICATION**- Independent verification of income and/or expenses obtained by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the PHA and returned directly to the PHA from the independent source.
- T. **TENANT ASSESSMENT SUB-SYSTEM (TASS)**- Centralized UIV system that provides computer matching of Social Security and Supplemental Security Income for applicants/residents.
- U. **FAIR MARKET VALUE**-Estimated value of an asset if said asset were to be converted to cash.

- V. **EMANCIPATED ADULT**-Any minor which has been adjudicated to be emancipated and have the rights equal to an adult to enter into contracts.

3. ELIGIBILITY FOR ADMISSION

To be eligible for admission to the low-income housing development operated by this Authority, an applicant must meet the following criteria:

- A. Net family income does not exceed the applicable income limits as established by HUD.
- B. Conform to the occupancy standards

4. CRITERIA FOR DETERMINING SELECTION OF RESIDENT

- A. The criteria shall be reasonably related to achieving the basic objective of housing resident families with a broad range of income, representative of the range of income of lower income families in the Authority's area of operation, as defined in state law, and with rent-paying ability sufficient to achieve financial stability of the development or developments. To accomplish the objective shall:
 - 1. Conduct studies, as necessary, directed to the distribution of incomes of all lower income families (elderly and non-elderly) in the Authority's area of operation, as defined in state law, based upon the most recent census or other reliable data on family income.
 - 2. Ascertain the actual distribution of incomes of all resident families in residence in the Authority developments;
 - 3. Ascertain the distribution of incomes of families on the Authority's waiting list;
 - 4. Ascertain the average operating costs of the Authority's development or developments and the average rent required to meet such costs;
 - 5. Ascertain the average rent which would be achieved based upon the incomes of lower income families (elderly and non-elderly) in the Authority's area of operation, as defined in state law;
 - 6. Ascertain the average rent which can be achieved based upon the income of families in tenancy in the Authority's development or developments;
 - 7. Ascertain the average rent which could be achieved based upon the incomes of the families on the Authority's waiting list.
 - 8. The criteria shall be sufficiently flexible to assure administrative feasibility. A dwelling unit shall not be allowed to remain vacant for the purpose of awaiting application falling within the appropriate range.
- B. Anyone having a previously denied application, or if the unit was refused by the eligible

applicant, will be required to wait 12 months after the date of denial or unit refusal to reapply for housing. An applicant denied housing will have ten (10) days from date of denial letter to request an informal hearing regarding such denial.

5. STANDARDS FOR RESIDENT SELECTION

- A. The criteria and standards to be used in the selection of residents and information to be considered shall be reasonably related to individual attributes and behavior of an applicant and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member. The Authority shall not base any selection decision on the race, color, creed, religion, national origin, sex, age, disability, handicap, or family status of an applicant. The standards shall avoid concentration of families with serious social problems in Authority Developments.
- B. Information to be considered shall be reasonably related to whether the conduct of the applicant and household members in present or prior housing has been such as would not be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare or to affect adversely the physical environment or the financial stability of the development if the applicant were admitted to the development. Relevant information respecting habits or practices to be considered may include, but is not limited to:
 - 1. An applicant and all adult household member's past performance in meeting financial obligations, especially rent,
 - 2. Ability of all adult household members to establish utilities in their name,
 - 3. A record of disturbances of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents by the applicant or any household member, and
 - 4. A history of criminal activity involving crimes of physical violence or threats of violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other residents by the applicant or any household member.
 - 5. History of criminal activity involving the distribution, sale or use of controlled substances by applicant or any household member.
- C. Any applicant, who has in the past vacated a unit, and still owes a balance to this Authority or any other Authority will not be considered eligible for admission until the balance is paid in full. When balance is paid in full, the applicant shall follow the same procedure as a new applicant and shall be deemed eligible under the same procedure as for new applicants.
- D. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors, which might indicate a reasonable probability of favorable future conduct or financial prospects. Some factors are:

1. Evidence of rehabilitation;
 2. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs;
 3. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
- E. The Authority shall screen out and deny admission to any applicant and household members who:
1. Has within the past three years a history of criminal activity involving crimes to persons or property, criminal acts that affect the health, safety or right to peaceful enjoyment of the premises by others and/or criminal acts relating to drugs. If the history of the applicant reflects multiple incidents of criminal activity or a felony conviction the authority shall consider the entire history.
 2. Was evicted from assisted housing within three (3) years from the projected date of admission because of drug-related criminal activity;
 3. The Authority determines an Applicant is illegally using a controlled substance;
 4. The Authority has reasonable cause to believe an Applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
 5. Who have ever been convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of federally assisted housing.
 6. Who are subject to a lifetime registration requirement under a State sex offender registration program including the ten-year Illinois State Sex Offender Registration Act.

6. ASSIGNMENT AND PREFERENCE

- A. Each eligible applicant shall be assigned an appropriate place on a community wide basis in sequence based upon date and time the application is verified, suitable type or size of unit, and factors affecting preference established by the Local Authority regulations. At a given time the applicant first on the waiting list shall be offered a suitable unit appropriate to his family composition. If the applicant rejects the unit offered, the application shall be deemed denied and the application shall be marked "denied for refusal to accept unit".

In carrying out the above plan, should the applicant be willing to accept the unit offered, but be unable to move at the time of offer and presents clear evidence of his inability to move to the Local Authority's satisfaction, refusal of the offer shall not result in the application being denied.

In carrying out the above plan, should the applicant present to the satisfaction of the Local Authority clear evidence that acceptance of a given offer of a suitable vacancy will result in

undue hardship not related to considerations of race, color, national origin, refusal of such an offer shall not result in the application being denied.

- B. Elderly families will be given preference in classification for units specifically built for the elderly. Applicants eligible for such unit may reject a unit in the non-elderly housing without the application being deemed denied. To the extent is not prohibited by law, units specifically built for the elderly shall be rented only to an elderly person as defined in 2B. If there are no eligible elderly applicants, elderly units may be rented to near-elderly persons as defined in 2P.
- C. Vacancies may be used for transfers to insure compliance with the occupancy standards before a new application is considered.
- D. Preference shall be given based under local preferences to the following:
 - 1. Families that are involuntarily displaced;
 - 2. Families that are living in sub-standard housing (including families that are homeless or living in a shelter for the homeless);
 - 3. Families paying more than 50% of the family income for rent for more than 90 days;
- E. The Authority shall give consideration to priorities for applicants based upon the following:

	<u>POINTS FOR PRIORITY</u>
1. Resident of area of operation of Authority or a non-resident who is working or has been notified they have been hired to work in the area of operation of the Authority	5
2. Persons with a local preference	3
3. Veteran of United States Armed Forces	1
4. Victim of Domestic Abuse	1

- F. Being without housing for willful or deliberate failure to pay rent or to carry out other normal obligations of tenancy or mere prospect of eviction are not sufficient to qualify a family for admission.
- G. The Local Authority shall not give any preference to an Applicant if any member of the family is a person who was evicted during the past three (3) years because of drug-related criminal activity from housing assisted under a 1937 Housing Act Program. However, the Local Authority may give an admission preference in any of the following cases:

1. If the Authority determines that the evicted person has successfully completed a rehabilitation program approved by the Authority;
 2. If the Authority determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
 3. If the Authority determines that the evicted person no longer participates in any drug-related criminal activity.
- H. The Authority shall inform all applicants about available preferences, and shall give applicants an opportunity to show that they qualify for available preferences. In the event the Authority determines an applicant does not qualify for a preference, the Authority shall promptly give the applicant written notice of the determination. The notice shall contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with a representative of the Authority to review the determination.
- I. The Authority hereby adopts a local preference limit, being fifty percent (50%) of the total annual admissions to the Authority. In any year the number of families given preference in admission pursuant to the local preference of residency, employed person or veteran, over families with a Federal preference shall not exceed the local preference limit.
- K. No local preference shall be used in such a manner as to violate any of the Legal prohibitions against discrimination.

7. OCCUPANCY STANDARDS

- A. The following standards will determine the number of bedrooms required to accommodate a family of given size and composition except that such standards shall be waived when necessary to achieve or maintain full occupancy.

<u>NUMBER OF BEDROOMS</u>	<u>NUMBER OF PERSONS</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8

- B. Bedrooms shall be occupied by not more than two persons except that of a child 2 years of age or under may occupy the parent's bedroom.
- C. Dwellings will be assigned, as practicable, so that persons of opposite sex, over the age of 6 years old, other than husband and wife, will not occupy the same bedroom.
- D. Where it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family is to be required to move as soon as practicable.
- E. In the event the Resident is housed in a unit which exceeds the occupancy standard for this Resident, the Resident agrees to move to a conforming unit when such conforming unit is

available.

8. DEFINITION OF INCOME

Total Annual Income

Total Annual Income means income from all sources of (1) the head of the household and spouse, and (2) each additional member of the family residing in the household who is at least eighteen years of age, anticipated to be received during the twelve months following admission or reexamination of family income, exclusive of the income of full-time students (other than head or spouse) and income which is temporary, non-recurring or sporadic as defined in this section.

Total family income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of the Authority, is (or should be) available to meet the family's needs. Total family income includes, but is not limited to the following.

- A. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips, and bonuses).
- B. Net income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net-income from a business). Normal business expenses such as depreciation (straight-line) and interest payments on loans will be used to calculate net income.
- C. Interest, dividends, and net or income of any kind from real or personal property. If the property has a value in excess of \$5,000, income shall be imputed in accordance with HUD regulations. The fair market value of assets will be assessed as of the date of the receipt of verification.
- D. The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and dismissal wages.
- F. Welfare assistance payments. If a reduction in family income is a result of the failure of Lessee to comply with the rules and regulations of the Illinois Department of Public Aid or other governmental body relating to education, training, or working, the reduction in family income will not be used to reduce the amount of rent.
- G. No Income. Families reporting no income and otherwise eligible to receive public assistance will have rent based upon the eligible grant amount.
- H. Periodic and determinable allowances, such as alimony and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. Regular contributions and gifts include rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

- I. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in dwelling) who is head of family, spouse or other person whose dependents are residing in unit.
- J. Payments to the head of the household for support of a minor or payments nominally to a minor for this support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support.
- K. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits) are included as income. For purposes of determining income, attorney fee's may be deducted when the fees are associated with recovery of the lump-sum payment.

9. ANNUAL INCOME (DEDUCTIONS)

- A. Annual income means total Annual income of family less the following.
 - 1. A deduction of \$400.00 for an elderly family.
 - 2. A deduction for elderly only for extraordinary medical expenses, defined for this purpose to mean medical expenses in excess of three percent of total family income where not compensated for or covered by insurance.
 - 3. A deduction of amounts for unusual occupational expenses not compensated for by the employer, such as special tools and equipment, but only to the extent to which such expenses exceed normal and usual expenses incidental to the type of employment engaged in by the employee.
 - 4. A deduction of amounts paid by the family for the care of children or sick or incapacitated family members when determined to be necessary to employment of the head or spouse, except that the amount deducted shall not exceed the amount of income received by the family member thus released.
 - 5. An exemption of \$480.00 for each member of the family residing in the household (other than the head or spouse) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped or a full-time student.
 - 6. No person in family shall be entitled to more than one exemption.
- B. Temporary, nonrecurring or sporadic income includes the following incomes, which are exempted from total annual income.
 - 1. Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
 - 2. Lump-sum additions to family assets, such as, but not necessarily limited to inheritances, insurance payments, under health and accident insurance and workmen's compensation,

capital gains, and settlements for personal or property losses.

3. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees and books, to the extent that such amounts are so used.
4. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
5. The value of allotment provided to an eligible household under the Food Stamp Act of 1977.
6. Payments received by participants or volunteers in programs pursuant to the Domestic Service Act of 1973.
7. Payments received by participants in other publicly-assisted programs as reimbursement for out-of-pocket expenses incurred (special equipment, clothing, transportation, reimbursement for child care, and so forth, which are made solely to allow participation in a specific program and cannot be used for other purposes).
8. Hazardous duty pay for a family member in the Armed Forces, any military income earned by persons serving Operation Desert Storm, or income earned an Eminent Danger Pay by persons serving in combat zones starting August 2, 1990.
9. Income from employment of children, including foster children, under the age of eighteen.
10. Payments received in the Alaskan Native Claim Settlement Act, funds of the Grand River Band of Ottawa Indians, the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the grant of claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior, or payments received under the Maine Indian Claim Settlement Act of 1980.
11. Payments or allowances made under the Department of Health and Human Services Low Income Home Energy Assistance Program.
12. Payments received under programs funded, in whole or in part, under the Job Training Partnership Act.
13. Payments received under programs funded under Title V of the Older Americans Act of 1965.
14. Earnings received from being a census taker in 2000.
15. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any Fund established in the Interim RE: Agent Orange Product Liability Litigation, MDL Number 381 (EDNY).
16. Earned income tax credit refunds received on or after January 1, 1991.

10. INCOME LIMITS ON ADMISSION

The maximum net income limits for admission to the Authority shall be the current limits provided by HUD pursuant to federal law and federal regulation. The Authority shall attempt to achieve income ranges as follows:

PERCENTAGE	INCOME RANGE
40%	Extremely Low Income as established by HUD
45%	Very Low-income limit as established by HUD
15%	Low-income limit as established by HUD

11. RECEIPT AND PROCESSING OF APPLICATIONS

- A. Prior to the admission of each family as a resident, this Authority shall obtain a written application for admission, signed by all household members 18 years of age and older, which shall set forth in adequate detail all data and information relative to the family composition, income and any other information necessary to determine all eligibility factors. At the time of application, each applicant will also be informed of the specific factors affecting his priority or preference status.
- B. Any application for admission must be submitted in its entirety. All requested documents must be submitted at the time of placing the application. Applications missing documents will not be considered submitted nor will they be processed.
- C. The Authority shall notify any applicant determined to be ineligible for admission to a development of the basis for such determination. After such determination, the applicant, upon request, shall be given the opportunity for an informal hearing on the determination. This request must be received by the Granite City Housing Authority within ten (10) days from date of denial letter to request an informal hearing regarding such denial. The informal hearing shall be conducted as an informal settlement conference pursuant to the Authority's Grievance Procedure.
- D. When a determination has been made that an application is eligible and satisfies all requirements for admission, including the resident selection standards, the applicant shall be notified of the approximate date of occupancy insofar as that date can be reasonably determined.
- E. Anyone having a previously denied application, or if the unit was refused by the eligible applicant, will be required to wait 12 months after the date of denial or unit refusal to reapply for housing.

12. VERIFICATION OF STATEMENTS AND INCOME

- A. The Authority shall verify and document information for each such application, with the intent to verify the applicant's willingness and ability to adhere to the terms of the lease and to do

their part to make the living environment of the housing authority safe, sanitary and decent. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters or telephone conversations with reliable sources. Such reports shall indicate the date, the source of information, including name and title of the individual contacted and a resume of the information received.

- B. The Authority shall use third party verification methods to the fullest extent possible. Third party verification requires that verifications must be received from sources independent of the applicant/resident. The third party verification methods to be used may include but are not limited to computer matching and upfront income verification (UIV). UIV methods may include but are not limited to computer matching agreements with federal, state, or local government agencies or a private agency, use of HUD Tenant Assessment Subsystem (TASS) or submit direct requests for verifications to a federal, state or local government agency or a private agency.
- C. The Authority at a minimum must obtain and document in the resident file third party verification of the following factors, or will document in the file why third party verification was not available:
 - Reported family annual income;
 - The value of assets;
 - Expenses related to deductions from annual income; and
 - Other factors that affect the determination of adjusted income or income-based rent.
- D. Applicant must provide birth certificates for all members of household, proof of citizenship, and marriage license if requested.
- E. Applicant must disclose complete and accurate social security numbers assigned to the applicant/resident and to each member of the applicant/resident's household and provide documentation to verify each social security number.
- F. Each family member of an applicant/resident, who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.
- G. Sources of information may include, but are not limited to, the applicant (by interview and home visits), any agencies, offices, groups, organizations, business firms, any units of government including but not limited to local, township, county, state and or federal agencies, any individuals, banks or other financial institutions, child support payers, employment security commissions, past or present employers, social security administration, welfare departments, veteran's administration, chancery clerks, utility companies, workmen's compensation payers, hospitals, public and private retirement systems, law enforcement agencies, past or present landlords, attorneys, courts and credit bureaus, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, other public agencies, or police department where warranted for the particular circumstances.
- H. Any of the above verification factors, but not limited to, may be used where applicable at the time of admission and reexamination of a resident of this Authority.

- I. The Authority will deny the application of anyone who provides false statements, misrepresents any information, or omits information from the application, which would be pertinent to the application and verification process.

13. RENT DETERMINATION

Rents shall be determined and established by the Authority in accordance with the regulations of Congress and the Department of Housing & Urban Development as follows:

- | | |
|---|----------------------|
| | Percent applied to |
| A. <u>Calculation of Rent at Re-examination</u> | <u>Family Income</u> |
| October 1, 1985 and after | 30 |
- B. All new admissions will elect to pay rent based on flat rents or income based rents. Flat rents will be determined by the Authority and posted annually as part of the Annual Plan. Income based rent will be charged 30 percent of the highest adjusted income or 10 percent of gross family income.
 - C. Residents which change from flat rent to income based rents will be eligible for Ceiling rents upon an increase in income in the same calendar year.
 - D. The charge to families on General Assistance shall be an amount agreed to by the General Assistance Office and the Authority.
 - E. A minimum rent of \$50.00 will be charged to all residents.

14. SECURITY DEPOSIT

At the time of admission and executing a lease with the Authority a Security Deposit of \$125.00 is required. This Security Deposit must be paid in full at time of admission. Refund of Security Deposit is discussed in Section 25. The Security Deposit is to cover the loss of keys, cleaning of appliances, removable articles, damage to property, reasonable wear and tear excepted, or non-payment of rent or other charges when resident moves out. The Security Deposit may not be used to pay rent or other charges while the Resident occupies the unit.

15. RENT PAYMENTS

Rent for all units is due and payable in advance on or before the first day of each month without requiring a statement. If the rent is not paid on or before the first day of the month, the resident is subject to a Legal Notice for the rent as set forth in the Lease. A late fee of \$10.00 will be assessed for late payment of rent.

16. UTILITY SERVICE

Prior to executing a lease with the Authority, the applicant must be able to establish service with Illinois Power Company. Verification of the ability to establish service will be acquired via Illinois Power Company Customer Direct internet system. The verification will become part of the

applicant's file.

17. UTILITY ALLOWANCE

The Authority shall periodically determine the utility allowance in accordance with HUD regulation. A copy of the current utility allowance determination shall be always available at the Development office.

18. LEASES

- A. A lease agreement shall be entered into between this Authority and each of the resident families. The lease agreement shall be kept current at all times and shall reflect the rent being charged and the conditions governing occupancy. Leases shall be executed by the resident and Executive Director or the designee of the Executive Director.
- B. The head and spouse of each family accepted as a resident shall be required to execute a lease agreement prior to actual admission. One copy of the lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.
- C. If, through any cause, the signer of the lease ceases to be a member of the resident family, the lease is to be voided and a new lease agreement executed and signed by a responsible remaining member of the family provided the family is eligible for continued occupancy.
- D. If a resident family transfers to a different dwelling in the same or another low-rent development operated by this Authority, the existing lease is to be cancelled and a new lease executed for the dwelling into which the family is to move by a member of the family who meets the requirements set forth in sub-paragraph (a) above.

19. ELIGIBILITY FOR CONTINUED OCCUPANCY

- A. Eligibility for continued occupancy shall be determined once each year in accordance with the established re-examination schedule. The re-examination for a recently admitted resident can be extended up to a period not more than 18 months from the date of admission.
- B. To be eligible for continued occupancy, the resident must meet the following requirements:
 - 1. Qualify as a family, as defined in Section
 - 2. Is the remaining member of a resident family, and
 - 3. Is in compliance with Community Service requirements as required by Federal laws and regulations and outlined in this policy under Number 28.

20. RENT REVIEWS

- A. Rents will be reviewed each year at the time the Annual Re-examination of income is made to determine eligibility. At the time of the review appointment the Resident may elect to change his or her rent choice option. If upon such income review, it is found that the rent being

charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly. Notices of rent adjustment shall be signed by the Executive Director or the designee of the Executive Director.

- B. Once rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances occur that warrant a special rent and income review.
- C. An interim re-examination or income review is warranted when any of the following occur:
 - 1. A change in family income or employment.
 - 2. A change in family composition.
- D. These changes must be reported to the Authority within ten (10) days of occurrence.
- E. In the event of a decrease in income, an interim re-examination will be scheduled promptly. Due to the need for verifications, interim re-examinations for increases in income will be scheduled after ninety (90) days from the date of increase in income.
- F. Prior to a re-examination, the Resident shall be notified in writing of the time and place. The Resident shall then complete an income report attached to the notice so that the income can be verified prior to the re-examination. This provision applies to both interim and annual re-examination.
- G. Residents shall be notified in writing of any change in rent resulting from an interim and annual re-examination.
- H. Decreases in rent for Residents due to an annual or interim re-examination of income shall be made effective the first of the month following the month in which the change occurred.
- I. Increases in rent for Residents due to an annual or interim re-examination shall be effective the first of the month which occurs at least thirty (30) days after the reexamination.
- J. If a Resident misrepresents the family income, fails to notify the Authority of any decrease or increase in family income, a change in family composition, or otherwise fails to fully and truthfully give the required information to the Authority, and such failure results in the Resident paying a lower rent than required under the Rules and Regulations, the Resident will be required to pay the difference between the rent paid and what the Resident should have paid based upon full, complete and truthful information.
- K. If a resident does not report lump sum payments in a timely manner, the lump sum amount will be calculated retroactively. The Authority will calculate the lump sum retroactively, going back to the date the lump sum payment was to be considered, as long as that date is not prior to program participation.
- L. Income exclusion is appropriate when an increase in family income is a result of employment of a member of the resident's family who has been unemployed for one or more years, or underemployed who earned in the previous twelve months no more than would be earned for ten hours of work per week for 50 weeks at minimum wage.

- M. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.
- N. Increases in rent due to continued employment after the initial twelve month exclusion will be phased in at 50 percent of the rent increase the family would have otherwise received for the next twelve month period.
- O. The 24 months of income exclusion can not exceed 4 years or forty eight months beginning on the date of the qualifying employment.
- P. If a resident qualifies for income exclusion and fails to report the change in income within 10 days of occurrence, the resident will be required to pay the difference between the rent paid and what the resident should have paid with the income exclusion. Income exclusion period will commence at the beginning of the month following the change in income.
- Q. Where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, GCHA will schedule special rent reviews every sixty (60) days.
- R. 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 failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities.
- S. Rent shall be based upon the amount of welfare or public assistance grant if the resident otherwise qualifies for said grant and elects to not receive any cash assistance.
- T. Decreases in annual income caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, 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.

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, rent will be reduced as a result of such a decrease.

A family that has elected to pay flat rent may at any time request a switch to payment of income based rent if the family is unable to pay the flat rent due to financial hardship. Financial hardship is defined as:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss earnings or other assistance;

2. The family has experiences an increase in expenses, because of changed circumstances for medical costs, child care, transportation, education, or similar items; and
3. Such other situations determined by GCHA to be appropriate.

21. RE-EXAMINATION SCHEDULE

The Authority shall re-examine every resident at least once during the calendar year. The re-examination schedule will coincide with the anniversary date of lease execution by the resident.

22. TRANSFERS

- A. Residents shall not be transferred to a dwelling unit of equal size either within a Development or between Developments except for the purpose of alleviating hardships as determined by the Authority.
- B. Transfers within Developments shall be made to correct occupancy standard and may further be made to adjust occupancy for increased or decreased family.
- C. Chronically delinquent rent payers and residents with a history of poor housekeeping standards may not be considered for transfer.
- D. Transfers or reassignment of dwelling units shall be made without regard to sex, race, color or national origin.
- E. In the event the Resident is housed in a unit which exceeds the occupancy standard for this Resident, the Resident agrees to move to a conforming unit when such conforming unit is available.
- F. Residents shall not be considered for transfer if the required household members are not in compliance with the Community Service requirements as set forth under Section 28.
- G. Transfers shall be in accordance with the Transfer Agreement executed by resident and the PHA.

23. TERMINATION OF LEASE

- A. In accordance with the Resident Lease, the resident may terminate his lease with the Authority by giving a notice of at least fifteen days prior to vacating the unit.
- B. The Authority may terminate the lease by notice as follows:
 1. A Fourteen (14) Day Notice for non payment of rent.
 2. A Ten (10) to Thirty (30) Day Notice when the health or safety of residents or employees of the Authority is threatened.

3. A Thirty (30) Day Notice in all other cases.
- C. Management shall not terminate the lease or refuse to review the lease other than for serious or repeated violations of the material terms of the lease such as failure to make payments due under the lease or to fulfill the resident obligations set forth in the lease.
- D. The notice of termination of the lease shall state reasons for the termination and shall inform the Resident of the right to use the Grievance Procedure.
- E. After the expiration period of such notices for termination of lease, and all decisions of the Hearing Officer or Hearing Panel have been complied with, the Authority will proceed with the next legal step of issuing a Writ of Forcible Entry & Detainer for court appearance for a decision on possession of the dwelling unit and judgement for monies due the Authority.
- F. The Authority shall have a policy of "one-strike, you're out" in relation to criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, any drug-related criminal activity on or off the property, illegal use of controlled substance, or alcohol abuse in such a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

24. GRIEVANCE PROCEDURE

All grievances or appeals of the residents shall be processed and resolved in accordance with the Grievance Procedure of the Authority. The Grievance Procedure shall be posted in the office of the Authority for review by any resident. A copy of the lease and Grievance Procedure will be given to each resident on admission.

25. REFUNDS

After deduction for any rent or other charges due, the cost of cleaning of the unit, appliances, repair of damages to the unit, or any other charge for a violation of the Lease, the remaining amount of the security deposit shall be refunded to the vacating resident. After the above reductions, a refund of unused rent will be paid if the resident is given the notice to vacate prior to vacating the unit. Any refund of unused rent will be calculated on a 30-day month and will be calculated from the date of move-out to the end of the month.

- A. Refunds of unused rent and the Security Deposit will be made to the resident after the unit has been vacated provided that:
 1. Resident has given the required notice to vacate as set forth in Section 23.
 2. Does not owe rent or other charges
 3. The unit has been cleaned up to the satisfaction of the Authority.
 4. There are no damages to the apartment (other than normal wear and tear).
 5. Utility bills are paid to date of move out.

- B. The Security Deposit will be applied to the account, if there are any damages or charges on the account, including unpaid utility bill charges.
- C. Refunds on unused rent will be figured from the day of move out to the end of the month. Refund of rent shall be calculated on a 30 day month.

26. PETS

The Authority shall not prohibit the residents from owning or keeping household pets in their units. However, the keeping of a pet is subject to GCHA's Pet Policy, which is a separate statement. For admission or continued occupancy with a pet, a resident must have authorization pursuant to said policy.

27. MISREPRESENTATIONS

- A. The Resident is to be notified in writing of any misrepresentation or lease violation revealed through the annual reexamination, rent reviews, or other occurrences and of the corrective action required by the Authority.
- B. All statements in an application shall be made under oath of applicant. An applicant who swears, willfully, corruptly and falsely with respect to any material statement in his application bearing upon his eligibility for tenancy, total family income, or family composition shall be guilty of perjury, and upon conviction, shall be punished accordingly.
- C. Pursuant to Section 25.04, Chapter 67-1/2, Housing & Redevelopment, Illinois Revised Statutes provides that any person who, by means of any false statements or willful misrepresentation, mislead, defrauds, or induces a local Housing Authority to fix rent in an amount less than is required by under the regulations of the local Housing Authority is deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both, in the discretion of the Court.
- D. Anyone who provides false statements, misrepresents any information or omits information which the Housing Authority feels would be pertinent to the application and verification process, will have their application denied.

28. COMMUNITY SERVICE

- A. Each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement. Adult family members which meet the following criteria are exempt from this requirement:
 - 1. Is 62 years or older
 - 2. Is blind or disabled, as defined under the Social Security Act and who certifies that because of

this disability she/he is unable to comply with the service provisions (not an automatic extension);

3. Is the primary caregiver for of a family member who is blind or disabled;
4. Is engaged in work activities (minimum 8 hours per month);
5. Is 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;
6. Is a family member receiving assistance 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 is in compliance with that program

29. REQUEST FOR REASONABLE ACCOMODATION

- A. All requests for reasonable accommodations will be presented to the Authority in writing. At the request of any applicant or resident a Reasonable Accommodation Request form will be provided. Requests for reasonable accommodations will be processed on a case by case basis.
- B. Reasonable accommodations will be used to assist any applicant or resident to meet the essential requirements of the Lease.
- C. Essential program requirements will not be waived. Accommodations, to be considered reasonable, must not cause undue financial and administrative burden and alter the fundamental nature of the Authority's housing program.
- D. Any request for a reasonable accommodation which is denied by the Housing Authority will be addressed in accordance with the Grievance Policy.
- E. To show that a requested accommodation may be necessary, there should be an identifiable relationship between the requested accommodation and the individual's disability.

30. ENTERPRISE INCOME VERIFICATION SECURITY (EIV)

- A. The Authority will restrict access to EIV data only to persons whose duties or responsibilities require access. The Authority will maintain a record of users who have approved access to EIV data. The Authority will revoke the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege is needed.
- B. Before granting Authority employees access to EIV information, each employee will be trained in EIV security policies and procedures. On completion of security awareness training the Authority will make sure that employees who access the EIV data have completed a User Agreement indicating they are aware of the safeguards and responsibilities associated with using the system.
- C. Authority employees will be advised of the penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of resident data a crime punishable by fines.

- D. Physical security of EIV data will be accomplished by maintaining resident files in locked file cabinets. Access to EIV data will be limited to individuals whose duties or responsibilities require access.
- E. User accounts for access to EIV data through a computerized environment will be established based upon duties and responsibilities of individual employees. Employees will be directed to avoid leaving EIV data displayed on a computer screen, or leave a computer unattended with EIV data readily accessible. Printing of EIV data will be accomplished at the local printer of the employee requesting the EIV data.

31. VIOLENCE AGAINST WOMEN ACT

Any applicant or resident that is or has been a victim of domestic violence, dating violence, or stalking is provided rights and responsibilities in accordance with the Violence Against Women Act Policy of the Authority. A copy of the Policy will be provided to each resident on admission.

32. INSPECTIONS

- A. Residents are responsible for maintaining units in a safe, decent and habitable condition. Housekeeping, cleaning and/or maintenance of residents leased area including yards and porches are the responsibility of the resident and household members.
- B. The Authority will conduct inspections to ensure that the unit is being maintained in a decent safe and sanitary manner. Residents will not be responsible for normal wear and tear.
- C. At a minimum, Annual inspections will be conducted for all units. Residents will be notified at least 48 hours in advance. The Authority will inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. Inspections will be used to assess the resident's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease provisions.
- D. Residents will be notified of any deficiencies identified during an inspection, the measures to cure the unsatisfactory conditions and a subsequent inspection if deemed necessary. The Authority reserves the right to document any and all inspections by documenting observed deficiencies. Documentation may include any of the following: digital photography, written form and video.
- E. Additional, more frequent inspections may be performed for residents with poor housekeeping history.

