Admissions & Continued Occupancy Policy (ACOP)

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Chapter 1 Overview and Purpose of the Policy

1.1 Introduction
The Public Housing program provides rental assistance to qualified low-income families and a federally funded program overseen by the U.S. Department of Housing and Urban Development (HUD). The Housing Authority of the City of East St. Louis (ESLHA) is a municipal corporation under state law to develop and operate housing programs for low-income families. To administer housing programs, ESLHA enters into an Annual Contributions Contract (ACC) with HUD. ESLHA must operate housing programs in compliance with federal laws and regulations. The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to provide guidance, clarify federal requirements and ensure consistency in program operation. The Policy is in topic specific chapters to ease accessibility of the information.

1.1(a) Terms
1. ESLHA, ESLHA Staff and Housing Authority are used interchangeably in this Policy to refer to both ESLHA and/or staff.
2. The following terms require mandatory action: shall, must or will
3. The following terms require discretionary action: may, possible, consider

1.2 Mission Statement
The mission of the Housing Authority of the City of East St. Louis is to provide quality and affordable housing through collaboration with residents, public and private entities to enhance the quality of life and foster economic self-sufficiency for our residents. In support of ESLHA mission, the residents are ESLHA primary focus and the foundation to enhancing better neighborhoods within the City of East St. Louis.

1.3 Program Objectives
ESLHA will operate the Public Housing program using the following objectives as guidance:
- Provide decent, safe, and sanitary housing in compliance with Uniform Physical Condition Standards (UPCS) for low-income families;
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational and other related services;
- Achieve a viable mix of incomes in public housing developments by attracting and retaining higher income families which will enhance neighborhood development and reshape the community goals;
- Promote fair housing and opportunities for low-income families of all ethnic backgrounds;
- Promote a housing program that maintains quality service and integrity. Create positive public awareness and increase family and community support in accomplishing ESLHA’s mission;
- Attain and maintain a high level of standards and professionalism in daily management of all program components;
- Administer an efficient, high-performing agency through continuous improvement of ESLHA’s support systems;
- Ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are occur
without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation or familiar status.

1.4 Roles and Responsibilities of the Public Housing Program
The essential stakeholders in the Public Housing program are HUD, ESLHA, and the residents. Federal regulations define the roles and responsibilities of HUD and ESLHA.

A. Role of HUD: develop policies, regulations, notices, and guidance to implement housing legislation; allocating operating subsidy and capital funds; providing technical assistance and training and monitor ESLHA’s compliance and performance requirements.

B. Role of ESLHA: ESLHA owns public housing developments and manages them through its employees and management agreements. ESLHA is under contract with HUD and through its employees and management agreements and through its Regulatory and Operating Agreements have the following essential responsibilities:

- Review applications of potential applicants to determine eligibility
- Maintain waiting list and provide housing to eligible applicants
- Maintain properties in a decent, safe, sanitary and good condition along with compliance of the UPCS
- Maintain housing units by making necessary repairs timely
- Ensure families continue to meet eligibility requirements
- Comply with and enforce the lease agreement
- Ensure families comply with the program rules
- Provide families with prompt and professional service
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, ACC, ACOP and other applicable federal, state and local laws

C. Role of the Resident
The resident’s responsibilities are specially listed in the lease agreement. Some of the responsibilities of the resident are listed below:

- Comply with the lease agreement provisions
- Provide ESLHA with complete and accurate information necessary for administration of the program
- Not sublet the unit or assign the lease
- Attend all scheduled appointments with ESLHA
- Allow ESLHA to inspect the unit upon receiving notice
- Allow ESLHA to perform preventative maintenance to the unit; Comply with all preparation requirements for bed bug/pest control treatment required by the exterminator
- Maintain the responsibility for the cleanliness and upkeep of the unit
- Not engage in drug-related or violent criminal activity; commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.
- Notify ESLHA prior to termination of the lease
- Notify ESLHA of any changes in family composition promptly

1.5 Purpose of the Policy
The purpose of the Admissions and Continued Occupancy (ACOP) is to establish guidelines for ESLHA to follow in determining eligibility for admission and continue occupancy. The ACOP is required by HUD and is available for public review. (CFR 24 Part 903) The ACOP contains policies that support the objectives of the ESLHA Agency Plan. Any issues not addressed in the ACOP are governed by
federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies of the ACOP are designed to ensure compliance with the ACC. ESLHA is responsible for complying with all changes in HUD regulations. If such changes conflict with this policy, HUD regulations will govern.

1.6 Contents of the Policy
HUD regulations require ESLHA to incorporate certain items into a written policy. Those policies are as follows:

- Selection and admission of applicants from the waiting list, including any admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and opening the waiting list (Chapters 5 and 6)
- Standards for determining eligibility, suitability for tenancy, and the composition of the unit (Chapters 8, 9 and 15.)
- Procedures for verifying the information provided by the family (Chapters 7, 9, 12 and 14)
- Policies for rent determination, annual and interim, of family income and composition (Chapter 8, 11, 18 and 20.)
- Guidelines for conducting inspections (Chapter 17)
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 21.)
- Grievance procedure (Chapter 23.)
- Policies on rental payment collection (Chapter 4.)
- Policies on claims of illegal housing discrimination (Chapter 2.)
- Policies on the Violence Against Women Act (Chapter 4.)
- Policies on community service requirements; (Chapter 24.)
- Policies and rules on safety and ownership of pets in public housing (Chapter 25.)
Chapter 2 Fair Housing and Equal Opportunity

2.1 Policy and Overview

The ESLHA shall not discriminate based on race, color, sex, age, familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under ESLHA’s public housing program. It is the policy of ESLHA to comply with all equal opportunity requirements and nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968, as amended by the 1974 Housing and Community Development Act and the Fair Housing Amendments Act of 1988 (“Fair Housing Act”)
- Executive Order 11063
- Executive Order 13166 on improving access to services for persons with limited English proficiency
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act
- Violence Against Women Reauthorization Act of 2013 (VAWA)
- All applicable state laws and local ordinances

A. Prevention of Non-Discrimination

ESLHA will ensure all residents are informed of all applicable laws regarding discrimination and all available reporting options if an applicant or resident believes public housing discrimination is occurring. During the admission process of all residents, ESLHA will provide specific information pertaining to public housing discrimination.

B. Process for Discrimination Complaints

If an applicant or resident advises ESLHA that they believe that any family member has been discriminated against, ESLHA will provide a discrimination complaint form to the complainant and provide the complainant with information on how to complete and submit the form to HUD’s Office of Fair Housing and Equal Opportunity office.

2.2 Reasonable Accommodations

ESLHA shall ensure that persons with disabilities have complete access to programs and services by making reasonable accommodation in rules, policies, practices, and/or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or unit under the program.

A. Definition

Reasonable accommodation is defined as changes, exceptions or adjustments to a rule, policy, or practice to ensure equal access to all services and programs. Accommodations are reasonable if they do not create an undue financial and administrative burden for, or result in a fundamental alteration in the nature, of the program or service offered. A fundamental alteration is a modification that alters the essential nature of the operation.
B. Type(s) of Reasonable Accommodations
ESLHA shall provide reasonable accommodations including, but not limited to, the following:
• Conducting home-visit, as needed
• Modifying or altering a unit or physical system if modification or alteration is necessary to provide equal access to a person with a disability;
• Installing visual fire alarms for the hearing impaired;
• Allowing an ESLHA approved live-in aide to reside in the unit if the person is determined to be essential to the care of the disabled person and not obligated for the support of the disabled person nor would otherwise reside in the unit;
• Allowing an authorized designee or advocate to participate in any phase of public housing requirements and/or meetings with ESLHA Staff;
• If more than one accommodation is equally effective in providing access to ESLHA’s programs and services, ESLHA retains the right to select the most efficient or economical choice;
• Prohibited accommodation request are those that substantially violate terms of the lease. (ex. non-payment of rent, destruction of property, promoting criminal activity)

C. Request for an Accommodation
A reasonable accommodation request shall occur when an applicant or resident indicates that they need an exception, change or adjustment to a rule, policy, practice, or service due to a disability. ESLHA strongly recommends the request be made in writing. However, ESLHA will consider the request whether or not a formal written request is provided.

The request must contain the following: the type of accommodation needed and reason for the accommodation; to ensure an identifiable relationship, or nexus, between the requested accommodation and the described disability.

D. Verification of Accommodation
If an accommodation is required for a disability which is obvious, or otherwise known to ESLHA, and the need for the requested accommodation is readily apparent or known, no further verification is required. If an accommodation is required for a disability that is not obvious or otherwise known to ESLHA, ESLHA must verify a disability for reasonable accommodations.

When verifying a disability, ESLHA shall follow the verification requirements listed in this Policy (Chapter 7). All information related to a disability shall comply with confidentiality requirements outlined in this Policy. The following requirements apply when determining disability for a reasonable accommodation:
1. ESLHA shall determine whether the person is under the age of 62 and receives Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. The request will be granted if participant receives either SSDI or SSI and under the minimum age requirement unless it creates an undue financial and/or administrative burden.

2. ESLHA shall obtain third party verification. Physician or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the person’s disability and provide supporting documents related to the disability.

3. ESLHA shall request only information that is necessary to determine the request. ESLHA will not seek information about the nature or extent of any disability.

4. Medical records will not be retained in the applicant or resident’s public housing file. ESLHA will dispose of any documents that are not relevant to the determination of the request. The public
housing file of the applicant or the resident shall maintain the request, verification of the disability (if applicable), and the contact information of the verifying party.

E. Determine of Request for Reasonable Accommodations [Notice PIH 2010-26]
ESLHA shall approve a request for a reasonable accommodation if the following conditions are met:

- The request is made by or on behalf of a person with a disability.
- The disability is related to the request.
- The requested is reasonable and does not impose an undue financial and administrative burden on ESLHA, or fundamentally alter the nature of ESLHA’s public housing operations).

Before making a determination, ESLHA may discuss various options with the applicant or resident, request additional documentation, or request consent form to allow ESLHA to verify the request. ESLHA will notify, in writing, the applicant or resident of the decision within 10 business days.

If ESLHA denies the request, ESLHA will provide alternative accommodations, if available. ESLHA will notify, in writing, the applicant or resident of the decision within 10 business days.

2.3 Accessibility for Persons with Hearing or Vision Impairments [24 CFR 8.6]
ESLHA will ensure that persons with disabilities related to hearing and vision have reasonable access to ESLHA programs and services. ESLHA shall inform all applicants of alternative forms of communication as requested or needed.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication are available. Upon request, to meet the needs of persons with vision impairments, ESLHA will orally explain the materials, provide one-on-one assistance in meetings, and the website is accessible for visual impairments.

Additionally, ESLHA will utilize interpretative services of local agencies upon request and will encourage the use of a third-party representative (a friend, relative or advocate, named by the family) to receive, interpret and explain housing materials and be present at all meetings.

2.4 Access to Services for Persons with Limited English Proficiency (LEP)

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 by the public housing program. ESLHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons are referred to as Persons with Limited English Proficiency (LEP). The definition of LEP is persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. LEP persons are considered to be public housing applicants, residents, and parents and family members of applicants and residents.

Oral Interpretation
ESLHA offers the LEP persons competent interpretation services at no cost or the LEP person may bring a third-party representative as described above. If the LEP persons prefer an interpreter they must pay for use of interpreter.
Written Translation
ESLHA will provide written translations in the following circumstances:

- Written translations of essential documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of people eligible to be served or likely to be impacted. Translation of non-essential documents will be provided orally; or

- If there are fewer than 50 people in a language group, ESLHA will provide written notice in the primary language of the LEP language group of the ability to receive competent oral interpretation of those written materials at no cost.

2.5 Allowing the use of Medical Marijuana as a Reasonable Accommodation (STRICTLY PROHIBITED)

a. Medical Marijuana Reasonable Accommodation: The Controlled Substances Act (CSA), 21 U.S.C. Section 801 et. seq., categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. Therefore, CSA prohibits all forms of marijuana use, including the use of “medical marijuana” under federal law even if it is permitted under state law. PHA is prohibited under CSA and the Quality Housing and Work Responsibility Act of 1998 (QHWRA), 42 U.S.C. Section 13362, to accommodate requests by current or prospective residents with disabilities to use medical marijuana. PHA is required by QHWRA to deny admission or continued occupancy to any household member who is determined to illegally use a controlled substance as outlined in the CSA.

b. Medical Marijuana: The use of medical marijuana is strictly prohibited at all public housing properties owned by ESLHA. The use of medical marijuana by public housing residents and/or their guests will result in the termination of the participant from the public housing program.

2.6. Affirmatively Further Fair Housing

- ESLHA is committed to developing and implementing initiatives to affirmatively further fair housing as mandated by the Fair Housing Act. ESLHA will utilize HUD’s Fair Housing Planning Guide when making decisions regarding fair housing policy. ESLHA will display the Fair Housing poster at the main office and all property management offices. (24 CFR § 110) ESLHA will include the Fair Housing advertising and logo on all documents distributed to applicants and residents and/or any advertising materials.

- ESLHA will use federal financial assistance and other program resources to overcome barriers to fair housing for public housing applicants and residents, including but not limited to:
  1. Development of an analysis of impediments
  2. Action planning and implementation
  3. Recordkeeping and assessment

- ESLHA will comply with all data collection requirements for recipients based on race, color, religion, sex, national origin, age, handicap, sexual orientation and family characteristics. 24 CFR §121.

2.7 Outreach

The ESLHA will advertise the availability of the public housing program in the local newspaper, various media outlet, ESLHA website and other suitable means.
2.8 Right to Privacy
All adult household members, current and prospective, are required to sign HUD Form 9886 and Authorization for the Release of Information and Privacy Act Notice.

2.9 Required Postings
Required postings will be placed in the management offices and other suitable places at a reasonable accessible height for ease of reviewing.
Chapter 3 Program Integrity

3.1 Preventing Errors and Program Abuse
ESLHA is committed to maintaining integrity with the Public Housing program and ensuring the program is administered effectively and according to the highest ethical and legal standards. ESLHA will utilize the Enterprise Income Verification (EIV) system and the following techniques to ensure that both errors and intentional program abuse are rare.

- Provide applicants and residents with form HUD-52675, Debts Owed to PHAs and Termination, and require signature(s) of all adult family members of an applicant or resident. This form will be maintained in the resident’s file.
- Discuss the program compliance and integrity requirements during the interview sessions. Provide necessary training on program rules and the organization’s standards of conduct and ethics.
- Provide each applicant and resident with form HUD- 1141-OIG, Is Fraud Worth It, which explains the types of actions a family must avoid and the penalties for program abuse.
- Provide each applicant and resident with a copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification system which explains how rental amounts are determined based on income and require signature(s) of all adult family members of an applicant or resident. This form will be maintained in the resident’s file.
- Place a warning statement about the penalties for fraud on essential documentation that request information from each applicant and resident. 18 U.S.C. 1001 and1010
- ESLHA Management will review and explain the contents of all required forms prior to requesting signatures from each applicant and resident.

3.2 Detecting Errors and Program Abuse
ESLHA will use a variety of activities to monitor and detect errors and program abuse.

A. Quality Control Reviews
ESLHA will review a random sample of resident records annually to ensure program requirements. ESLHA may conduct periodic resident records review to ensure program compliance and conduct random unit inspections to ensure UPCS compliance.

B. Analysis of Data
ESLHA will analyze data collected in various administrative capacities to deter errors and program abuse.
- Utilize HUD’s EIV system to compare family information provided.
- Compare current information provided from the resident by information provided during the prior annual re-examination to identify discrepancies.
- Compare reported income and expenditures to detect possible unreported income.

C. Report Possible Errors and Program Abuse
ESLHA encourages residents and the public to report suspected errors and/or program abuse. ESLHA requires staff to report errors, program abuse and fraud immediately.

3.3 Investigating Errors and Program Abuse

A. Conducting Investigations
ESLHA will review all referrals, specific allegations, complaints and tips from any source including external agencies and companies, residents, and individuals. In order for ESLHA to investigate, the
allegation must contain at least one independent verifiable item of information, such as the name of an employer or the name of an unauthorized household member. ESLHA may investigate possible instances of error or abuse using all available resources. ESLHA may require residents to provide written consent to the release of additional information to assist with the investigation.

B. Analysis and Findings
For each investigation, a determination will be made whether an error or program abuse has occurred, whether any amount of money is owed, and what corrective measures or penalties will be assessed. The outcome will be decided on case-by-case bases determined by facts and the evidence provided during the investigation.

3.4 Corrective Actions for Program Error and Abuse

A. General Considerations
ESLHA shall correct all errors and instances of program abuse once the determination of the error or abuse is complete. Whether ESLHA will seek other corrective actions and penalties will be determined on a case-by-case bases.

As it relates to resident finding of error or program abuse, ESLHA will consider the following factors, including but not limited to, the seriousness of the offense and the extent of participation or culpability of members of the household, any special circumstances, any mitigating circumstances (e.g. disability of a family member), and the effects of a particular remedy on any household members who had no direct or indirect involvement, when determining additional corrective action.

B. Resident Caused Errors and Program Abuse
An inaccurate rent determination caused by a resident, with or without knowledge, may be the result of unreported family composition, income, assets, and/or expenses.

C. Prohibited Actions
Applicant or resident shall not knowingly:
• Make a false statement to ESLHA regarding any matter pertaining to any federal housing program. [Title 18 U.S.C. Section 1001] (Ex. Use a false name or the use of falsified, forged or altered documents, not report family information or circumstances (income, family composition).
• Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. [24 CFR 982.552(c)(iv)]
• Offer bribes or illegal gratuities to ESLHA Board of Commissioners, employees, contractors or other ESLHA representatives.
• Offer payments or other incentives as an inducement of any third party to make false or misleading statements to ESLHA on the resident’s behalf

D. Resident Program Abuse
ESLHA may impose any of the following remedies on an applicant or resident:
• Resident shall pay any amounts owed to the program
• Culpable family member(s) shall not reside in the unit as a condition of receiving or continued assistance from the program
• Deny admission or terminate the resident’s lease
• Refer the resident for state or federal criminal prosecution
Resident Reimbursement to ESLHA
ESLHA shall require the resident to repay any excess subsidy received fraudulently. ESLHA may offer the resident a repayment agreement. If the resident fails to repay the excess subsidy, ESLHA will terminate the resident’s lease in accordance with the policies in Chapter 22.

ESLHA Reimbursement to Resident
ESLHA will not reimburse the resident for any underpayment of assistance when the resident causes the underpayment.

E. ESLHA Errors or Program Abuse
An inaccurate rent determination by ESLHA Staff occurs when an unintentional mistake in recording or processing information from the resident or an omission in collecting all the necessary information from the resident. Program abuse occurs when ESLHA Staff willfully intends to deceive or mislead. ESLHA will take all appropriate disciplinary actions, including but not limited to termination, as outlined in the Human Resources policy when a determination is made that ESLHA Staff has committed program abuse.

Prohibited Actions:
• Fail to comply with any public housing program requirements for personal gain.
• Fail to comply with any public housing program requirements as a result of a conflict of interest with any applicant and/or resident.
• Seek or accept anything of material or monetary value from applicants, residents, vendors, contractors, or other persons who provide services or materials to ESLHA.
• Improperly disclose confidential or proprietary information to external parties.
• Gain profit as a result of insider knowledge of ESLHA activities, policies or practices.
• Misappropriate or misuse public housing funds.
• Destroy, conceal, remove or inappropriately use any records related to the public housing program.
• Commit any other corrupt or criminal act in connection with any federal housing program.

F. ESLHA Reimbursement to Resident
ESLHA shall credit the residents account for any overpayment of rent that is the result of ESLHA Staff error or program abuse.

G. Time of Subsidy Concerns
Whether the incorrect rent determination is an overpayment or underpayment of subsidy, ESLHA must promptly correct the rent and any utility reimbursement. Increases in the rent will be implemented only after the resident has received 30-day notice. Any decreases in rent will become effective the first of the month following the discovery of the error.

H. Criminal Prosecution
When ESLHA determines program abuse or other serious criminal activity occurred by a resident or ESLHA Staff member, ESLHA may refer the matter to the appropriate law enforcement authority for prosecution. When the amount of underpayment of rent is $10,000 or greater, the matter must proceed to the HUD Office of Inspector General (OIG).
Chapter 4 Program Administration

4.1 Utility Allowances [24 CFR 982.517]

Overview
ESLHA will maintain utility allowance schedules for all resident-paid utilities by development. The utility allowance schedules shall be based on the typical cost of utilities and services paid by energy conservative households that occupy housing of similar size and type. To determine the schedule, the estimated usage for electric and gas service based on structure type and bedroom size will be used. The most current utility rate is applied to determine the monthly cost of the utility service. The following services are not included in a utility schedule allowance: telephone, cable/satellite television and internet services.

A. Utility Allowance Revisions
ESLHA will annually review the schedule of utility allowances and revise the schedule when a change of 10 percent or more in any utility rate occurs. ESLHA will maintain information supporting its annual review of utility allowances and any revisions made in the utility allowance schedule.

4.2 Flat Rents

A. Establishing Flat Rents [24 CFR 960.253(b)]
Flat rents for public housing units are based on the market rate rent charged for comparable units in the private rental market. The flat rent should be equal to the estimated rent for which ESLHA could lease the public housing unit. The flat rent must be set at no less than 80 percent of the applicable Fair Market Rent (FMR) established by HUD or Small Area Fair Market Rent (SAFMR).

1. Utility Payments Adjusted
Families that are responsible for making direct payments to the utility company, ESLHA will first determine 80 percent of FMR or SAFMR for each bedroom-size, and then reduce the amount by the resident-paid utility allowance.

B. Review of Flat Rents
ESLHA will review flat rents annually or no later than 90 days from the time that HUD issues new FMRs. ESLHA will set flat rents at no less than 80 percent of the FMR or SAFMR, subject to the utility adjustments. If the FMR or SAFMR has decreased during the preceding year, no adjustment will be made and the flat rents will remain the same.

C. Documentation of Flat Rents
ESLHA will maintain records used to determine and show how flat rents were determined.

4.3 Debt Repayment

Overview
The head of household (s) are liable to return any overpayments in housing assistance if deemed responsible by ESLHA. ESLHA may enter into repayment agreements in these instances. When the family refuses to repay monies owed to ESLHA, ESLHA may utilize other available collection alternatives.
A. Methods of Collection
ESLHA will make every effort to collect money owed by residents. A variety of tools will be used to recover debts including, but not limited to:

- Demand for lump sum payment
- Repayment agreement
- Civil Suit
- File and report debt with collection agencies

B. Outstanding Debts
Any amount owed to ESLHA by a resident must be repaid. If the resident is unable to repay the debt within 30 days, ESLHA may offer to enter into a repayment agreement in accordance with the policies below. If the resident refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, ESLHA will terminate the tenancy in accordance with Chapter 22 and may pursue collection of debt by a method listed above.

C. Repayment Agreement
The term repayment agreement refers to a formal written document signed by the resident and provided to ESLHA in which the resident acknowledges a specific amount owed and agrees to repay the amount according to the agreement. There are some circumstances in which ESLHA may not enter into a repayment agreement which include but not limited to the following:

- Resident has an existing repayment agreement.
- If ESLHA determines that the resident committed program fraud.
- If ESLHA determines that the debt amount will not be repaid within 12 months (considering household income and other factors).

D. General Repayment Agreement Terms and Guidelines for Residents

- Down Payment Requirement
ESLHA will require a down payment of 10% of the total amount due before executing a repayment agreement with the resident. If the resident can provide evidence satisfactory to ESLHA that a hardship exists if a 10% down payment is paid, ESLHA may, at its sole discretion, require a lesser percentage or waive the requirement.

- Term of the Agreement
The terms of the agreement shall not exceed 12 months. The Executive Director or his/her designee may extend the duration of the repayment agreement in cases of extreme hardship.

- Due Dates
All payments are due on or before the close of the first business day of the month along with the rent.

- Late or Missed Payments
If resident fails to make the payment by the due date and prior approval by ESLHA of the missed payment, the resident will be provided a demand notice to make the outstanding payment within 14 days. If the payment is not received by the requested time, the agreement will be considered voided and ESLHA will proceed to terminate the tenancy.

E. Program Fraud
Residents who owe money to ESLHA due to failure to report income increases will be required to repay in accordance with the guidelines of the repayment agreement. If the resident owes an
amount, which equals or exceeds $10,000.00 as a result of program fraud, the case will be referred to the Inspector General and for criminal prosecution when appropriate. No repayment agreement will be allowed for an amount equal or exceeding $10,000.00.

4.4 Public Housing Assessment System (PHAS)

Overview
The Public Housing Assessment System (PHAS) is a tool HUD uses to measure a PHA’s performance in key areas to ensure program integrity and accountability. PHAS scores translate into a rating of high performer, standard performer or troubled agency.

A. PHAS Indicators [24 CFR 902 Subparts A, B, C, D, and E]

• Indicator 1: Physical condition
Measures ESLHA performance in maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair. The physical condition of the developments are determined by inspecting each public housing development including the building exterior, building systems, dwelling units and common areas. The inspections are performed by an independent inspector arranged by HUD to include a statistically valid sample of the units in each development in ESLHA public housing portfolio.

• Indicator 2: Financial condition
Measures the financial condition of ESLHA’s public housing for the purpose of evaluating whether ESLHA has sufficient financial resources and is capable of managing those financial resources effectively to support the standards of housing which is decent, safe, sanitary, and in good repair. ESLHA’s financial condition is determined by measuring each development performances based on: quick ratio, month’s expendable net assets ratio, and debt service coverage ratio.

• Indicator 3: Management operations
Measure certain key management operations and responsibilities of ESLHA’s projects for the purpose of assessing ESLHA’s management operations capabilities. Each development management operations are evaluated based on: occupancy, resident accounts receivable, and accounts payable.

• Indicator 4: Capital Fund
Measure how long it takes ESLHA to obligate capital funds and to occupy units. ESLHA’s score for this indicator is measured at the PHA level and is based on: timeliness of fund obligation and occupancy rate.

4.5 Record Keeping

Overview
ESLHA will maintain complete and accurate accounts and records for the program in accordance with HUD requirements. ESLHA will ensure that all applicant and resident files are maintained in a way that protects an individual’s privacy rights.

A. Record Retention
ESLHA will maintain the last three years of the Form HUD-50058 and supporting documentation during the term of each lease and for at least three years from the end of participation (EOP) date of the resident. ELSHA will maintain documentation related to debts with the resident file.
ESLHA will maintain all documents related to the resident eligibility, tenancy and termination for three years. Also, ESLHA will keep the following records for three years:

- An application from each ineligible family and notice that the applicant is not eligible.
- Supporting documentation of the establishment of flat rents.
- Supporting documentation of the establishment of utility allowances.
- Documentation related to PHAS.
- Records and accounts of ESLHA budget and financial statements and/or required by HUD

B. Records Management
All applicant and resident information will be kept in a secure location and access will be limited to authorized ESLHA staff. ESLHA staff will not discuss personal family information except for a reasonable business reason. Inappropriate discussion or improper disclosure of resident information by staff will result in disciplinary action.

C. Privacy Act Requirements
The collection, maintenance, use and dissemination of social security numbers (SSN), employer identification numbers (EIN), and any information derived from these numbers and income information of applicants and participants will be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law. Applicants and residents, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or ESLHA may release the information collected.

D. Up-Front Income Verification (UIV) Records
ESLHA will maintain EIV security procedures as required by HUD.

E. Criminal Records
ESLHA may only disclose the criminal conviction records, which ESLHA receives from a law enforcement agency to officers or ESLHA staff or designated third parties. ESLHA will ensure that any criminal record received by ESLHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished.

F. Medical/Disability Records
ESLHA will not inquire about the nature or extent of an applicant or resident disability, diagnosis or medical condition and if this information is received in writing to ESLHA, ESLHA will immediately destroy the documentation.

4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality

Overview
The Violence Against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or receiving assistance under the public housing program.
A. Definitions [24 CFR 5.2003]

As used in VAWA:

- **Dating violence**: means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.

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

- **Affiliated individual**: A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in place of the parent or the child – for example, the affiliated individual is a child in the care, custody, or control of the individual; or any individual, resident, or lawful occupant living in the household of that individual.

- **Stalking**: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

- **Sexual Assault**: any non-consensual sexual act prescribed by Federal or State law, including when the victim lacks capacity to consent.

B. Notification [24 CFR 5.2305(a)]

**Notification to Public**

ESLHA will post in its offices and on its website a summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault or stalking.

**Notification to Applicants and Residents**

ESLHA will provide all residents with information about VAWA at the time of admission and at annual re-examination.

C. Documentation

**Overview**

When ESLHA is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, sexual assault or criminal activity related to any of these forms of abuse, it may request that the individual making the claim document the abuse. If there is fear of reprisal from the perpetrator, then the victim does not have to name the perpetrator. Any request for documentation will be in writing and the individual will be allowed at 14 business days after receipt of the request to submit the documentation. The individual may satisfy ESLHA’s request by providing any one of the following three forms of documentation:
A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which will include the name of the perpetrator.

A federal, state or local police report or court record.

Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider, an attorney or a medical professional. The person signing the documentation will attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must sign the documentation as well.

All requests for documentation of VAWA issues will provide explicit instructions on how to submit requested documentation and the consequences for failure to submit the documentation or request an extension in writing by the deadline. ESLHA may extend the deadline upon request.

Conflicting Documentation [24 CFR 5.2007(e)]

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, ESLHA will attempt to determine the victim(s) by requiring each of them to provide third party documentation. ESLHA will honor any court orders issued to protect the victim or to address the distribution of property.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

ESLHA may provide benefits to an individual based solely on the individual’s statement or other corroborating evidence—i.e., without requiring formal documentation of abuse. If ESLHA accepts an individual’s statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, ESLHA will document acceptance of the statement or evidence in the individual’s file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, ESLHA will provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as ESLHA may allow, ESLHA may deny relief for protection under VAWA. ESLHA may grant an extension for circumstances beyond the control of the victim.

D. Confidentiality [24 CFR 5.2007(b) (4)]

All information provided to ESLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence. ESLHA will not enter the information into any shared database, will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and will not provide the information to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, ESLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.
Chapter 5 Applying for Admission and Waiting Lists

Introduction
An applicant must submit an application that provides ESLHA with the information needed to determine the eligibility of the household. All eligible applicants will be placed on a waiting list that apply for public housing. When a unit becomes available, ESLHA will select applicants from the waiting list in accordance with the requirements of this policy. This chapter describes ESLHA’s policies for taking applications and managing the waiting list.

5.1 Opening and Closing the Waiting List

A. Opening the Waiting List
ESLHA utilizes site-based waiting lists. The applicant may apply for various sites. A description of the site-based waiting list and the developments included on each site-based list are explained in Attachment Section under Site-Based Waiting Lists. When the waiting list for a particular AMP/development is opened ESLHA will advertise with a Public Notice. The Public Notice for the waiting list will specify the following:

- The AMP for which the waiting list is open
- Bedroom size
- Type of AMP (Elderly only or General Occupancy)
- Dates and times applications will be accepted (when applicable)
- Date and time the waiting list will open and close (when applicable)

Public Notices will be advertised in a newspaper of general circulation and a minority newspaper, on ESLHA’s website, various media outlets and/or community groups. ESLHA may send notices to organizations that serve families that are likely to be eligible for assistance. The notice shall comply with fair housing requirements and will contain any limitations on applications, such as bedroom size or preference type.

Depending upon the composition of the waiting list with regard to family types and preferences, ESLHA may only accept an application from applicants claiming one or more preferences or a specific bedroom size.

ESLHA will not deny anyone the opportunity to submit an application. All applications will be reviewed based on the actual submission date of a completed application. ESLHA will make applications available in an accessible format for a person with a disability upon request. Current residents may apply for a new development when that development’s waiting list becomes available.

B. Closing the Waiting List
ESLHA will close the waiting list once the number of potential applicants reaches the wait list capacity. If ESLHA anticipates an increase in applicants, ESLHA may advertise the waiting list opening and the closing date of the waiting list in the same notice.

C. Family Outreach
ESLHA may attempt to ensure a sufficient number of applicants by providing various outreach
venues to increase the number of applicants. ESLHA is governed to serve a specified percentage of extremely low-income families and may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

5.2 Waiting List Placement

A. General Placement on a Waiting List
The date and time of receipt of the application determines the position on the waiting lists, except for applicants eligible for local preferences (see Chapter 6). ESLHA will assign families on a waiting list according to provided preference(s) and bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 15). Placement on a waiting list does not determine eligibility for public housing admission. Each applicant will be advised, in writing, of his/her status on the waiting list.

When the waiting list is open, ESLHA will accept applications from eligible families unless there is good cause for not accepting the application, such as the applicant does not qualify for the development type, unit size or preference for which the list is open or the applicant engages in threatening or abusive behavior during the application process. No applicant has an inherent right to be placed on a waiting list or a particular position on a waiting list.

B. Ineligible
The family will not be placed on a waiting list when ESLHA determines that an applicant is ineligible which is based derives from the information provided on the application. ESLHA will send written notification of the ineligibility determination as soon as practicable after receiving a complete application. The notice will specify the reasons for ineligibility and provide information to the applicant as to the right to request an informal hearing.

5.3 Maintaining the Waiting Lists

A. Wait List Requirements
Each AMP waiting list must contain the following information for each applicant listed:
- Name of head of household
- Unit size required (number of family members)
- Accessibility requirements, if any
- Date and time of application
- Household type (family, elderly, disabled)
- Admission preference points, if any
- Race and ethnicity of the head of household

B. Updating AMP’s Waiting List
Applicant status will be revised based on reporting changes. This will ensure that families are selected based on application completion and review.

C. Purging AMP’s Waiting List
ESLHA will periodically purge the AMP’s waiting list to ensure accuracy and efficiency. ESLHA will notify each applicant listed to confirm continued interest in public housing. The notification will be sent to last known recorded address on file with ESLHA. The notification will impose a response deadline and failure to respond by that date will result in the removal of the applicant from the waiting list. The applicant’s response must be in writing and may be delivered in person, by mail, fax or e-
If requested, the response period may be extended beyond the specified deadline for no more than 10 additional days as a reasonable accommodation for a person with a disability.

If the notification is returned as undeliverable by the United States Postal Service, the applicant will be removed from the waiting list and the returned notification will be maintained in the file. When an applicant is removed from the waiting list for failure to respond to the notification, the applicant is not entitled to reinstatement unless ESLHA determines there were circumstances beyond the person's control.

**D. Withdraw from a Waiting List**

An applicant may request to withdraw their application at any time by submitting a written or verbal request to be withdrawn. Withdrawn applications will not be automatically reactivated. An applicant who has withdrawn an application must reapply when a waiting list is open.

**5.4 Updates to Applicant Status While on the Waiting List**

Changes in an applicant's circumstances while on a site-based waiting list may affect the applicant’s selected preference(s). Applicants are required to notify ESLHA in writing when their circumstances change. When an applicant reports a change that affects their ranking on the waiting list, the waiting list will be updated to reflect the change(s).

In addition, while the applicant is on a site-based waiting list, the applicant must immediately inform ESLHA of the following changes: contact information, current residence, family composition, mailing address, and phone number. The changes must be submitted in writing to ESLHA. Reported changes may impact applicant’s position on the waiting list.

**5.5 Applying for Assistance**

**A. Overview**

There are two phases for an applicant applying for public housing. The first phase requires the applicant to provide information to make an initial assessment of the family’s eligibility for placement on the waiting list. The second phase occurs when the family raises to the top of the waiting list. ESLHA verifies all eligibility factors, including verification of any claimed preference, in order to determine the family’s eligibility for assistance. Applicants will be determined ineligible for placing false information on the application or submitting duplicate applications.

**B. Application Process (24 CFR 960.200)**

Applicants must complete a pre-application form when a waiting list is open to be considered for public housing. Applications are only available online at the ESLHA website (www.eslha.org). ESLHA will make applications available in an accessible format upon request for a person with a disability or impairment. Only completed applications will be considered for public housing. The online application will automatically generate a dated and time stamp. The applicant must return the certification documents to the ESLHA Central office within five (5) business days of completing the online application. ESLHA Central office is located at 700 N. 20th St., East St. Louis, IL 62205.

Persons with disabilities who require a reasonable accommodation in completing an application may contact ESLHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available at (800) 545-1833 ext. 471.
**Application Process Phase 1:**
The pre-application must be completed with required information. By completing the pre-application, the applicant will automatically be placed on the waiting list.

ESLHA will make a preliminary determination of eligibility and will notify the family in writing of their eligibility and information regarding the waiting list. If applicant is deemed ineligible for any of the selected AMP waiting lists, the notice will provide the denial reasons and explain the applicants right to have an informal review of the denial with ESLHA.

At any time, the applicant may update the application with any new or additional information, including changes in family composition, income, preference factors, add or remove sites. The waiting list will be updated based on the new or additional information as well. Written confirmation of any changes will be provided by ESLHA to the applicant.

**Application Process Phase 2:**
The final determination of eligibility is completed based on the entire application submitted and occurs when the applicants reaches the top of the waiting list. ESLHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

The completed application must include the following information:
- Name of all family member(s): date of birth & social security number
- Sex and relationship of all members
- Mailing address and phone number(s)
- Amount(s) and source(s) of income received by all household members
- Information pertaining to preference(s), special admissions and accommodations
- Citizenship/eligible immigration status
- Signed release for a criminal background check
Chapter 6 Resident Selection

Overview
As dwelling units become available, ESLHA will select applicants from the AMP’s waiting list. The applicants are chosen based on waiting list ranking and selected preference(s) by the applicant.

6.1 Income Targeting [24 CFR 960.202(b)]

ESLHA is required to target available public housing units to extremely low-income families. Minimally, 40 percent of all new admissions with an annual income at or below 30 percent of the local area median income will be considered for public housing.

ESLHA may select a family that qualifies as extremely low income over other eligible families to satisfy the income targeting requirement. This offer of assistance will be made without discrimination based on race, color, religion, sex, national origin, age, disability or familial status.

6.2 Units Designated for Elderly Families [24 CFR 945]

Public housing developments operated by ESLHA that have been designated for elderly families only. If there are not enough elderly families to occupy the units in the designated development, near-elderly families will be allowed to occupy the units. Near-elderly family occurs when a head of household, spouse, life partner or co-head is at least 50 but not older than 62 years of age.

The elderly family’s decision not to occupy and/or accept occupancy in designated housing will not have an adverse effect on their admission or continued occupancy in public housing or their position on or placement on any other site-based waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, sex, age, gender, familial status, religion, disability, national origin, ancestry, sexual orientation, marital status, of the occupants of the designated housing or the surrounding area.

6.3 Deconcentration of Poverty and Income [24 CFR 903.1 and 903.2]

ESLHA must provide for deconcentration of poverty and income by mixing higher income residents with lower income residents. ESLHA will make concerted efforts to mix both high and low-income residents within certain developments. Developments subject to deconcentration are referred to as covered developments. Developments not subject to the deconcentration are designated specifically for elderly; operated with fewer than 100 public housing units; approved for demolition or for conversion to resident based public housing; approved mixed-finance developments using HOPE VI funds; or public housing funds.

ESLHA will determine the average income of all families in covered developments on an annual basis. Also, ESLHA must determine the established income range (EIR) for each of its covered developments which ranges from 85 percent to 115 percent of the average family income. If covered developments have an average income outside the EIR, ESLHA will then determine if the covered developments are consistent with its local and annual plan goals. If the development is not consistent with the local and annual plan goals, ESLHA may skip a family on the waiting list to select a family that furthers the goal of deconcentration.

6.4 Waiting List Preferences

ESLHA has established a preference system for admission to its public housing program. ESLHA uses the following local preference system:
- Employed, elderly or disabled
- Veteran
- Local Preference
- Enrolled in or recently graduated from a job training or educational program

An applicant qualifies for A preference if the family meets one or all of the requirements listed below. ESLHA will only apply preference points once to each family if the applicant family meets more than one definition under this preference.

1. Employed
An applicant qualifies for this preference if the head of household or spouse, or life partner of the applicant is employed. An applicant is considered employed if they work a minimum of 20 hours or greater per week.

2. Elderly
An applicant qualifies for this preference if the head of household, spouse or life partner of the applicant is 62 years old or older.

3. Disabled
An applicant qualifies for this preference if the head of household, spouse, life partner, or sole member is a person with disabilities; or two or more adult persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. ESLHA applies the following definitions to terms related to a person who is disable: a disability is defined in Section 233 of the Social Security Act (42 U.S.C. 423), a developmental disability is defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42U.S.C. 6001 (7)). The following conditions are not deemed a disability: diagnoses of alcoholism and/or drug abuse or HIV.

4. Veteran
An applicant qualifies for this preference if the head of household, spouse or life partner of the applicant is a person who served in the military and discharged or released honorably. Also, a survivor of veteran who actively served in the military. The term survivor includes the spouse or window of a veteran.

5. Enrolled in or Recently Graduated from a Job Training or Educational Program
An applicant qualifies for this preference if the head of household or spouse, or life partner of the applicant is currently enrolled in or within the last 12-months graduated from a job training or educational program.

ESLHA defines a job training program as one with a curriculum that provides goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency and it enhances the prospects for employment opportunities.

ESLHA defines an educational program as a GED program or an institution of higher learning. The applicant must be regularly attending an educational program and making progress toward attainment of a GED or enrolled in at least six credit hours at an institution of higher learning.

An applicant remains qualified for the preference if the applicant completed the job training program, obtained a GED or graduated from the institution of higher learning within the past 12 months.

6. Residency
An applicant qualifies for this preference if the head of household or spouse, or life partner of the applicant resides, works (currently or newly hired) in East St. Louis. New employment will require an offer letter from the employer to meet this preference.
6.5 **Order of Selection [24 CFR 960.206(e)]**

Applicants will be selected from the waiting list based on preference(s) and assigned point values. Each preference will receive points based on the point value assigned to that preference. If an applicant qualifies for more than one preference, the points are totaled to determine the applicant’s ranking on the waiting list. Among applicants with equal preference status, the waiting list ranking is determined by application submission date/time to ESLHA. Applicants that do not qualify for any preferences will be placed on the waiting list based on application submission date/time to ESLHA.

**Preferences Point Value(s)**

ESLHA will assign point values to each applicant who qualifies for a preference to select the most appropriate applicant on the waiting lists. Points will be assigned as follows:

<table>
<thead>
<tr>
<th>Point Value(s)</th>
<th>Preference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Employed, Elderly or Disabled</td>
</tr>
<tr>
<td>5</td>
<td>Enrolled in or recently graduated from a job training or educational program</td>
</tr>
<tr>
<td>3</td>
<td>Applicants who live, work (current or newly hired) in East St. Louis.</td>
</tr>
<tr>
<td>5</td>
<td>Veteran</td>
</tr>
</tbody>
</table>

When selecting applicants from the waiting list, ESLHA will review the unit size, accessibility features, and unit type to the applicants on the waiting lists. ESLHA will offer the unit to the applicant that ranks highest in qualifying for the unit size or type or in accessibility features. An applicant with a lower ranking may receive an offer for housing prior to the prescribed order of selection for a variety of reasons including, but not limited to, to satisfy deconcentration targeting requirements.

6.6 **Verification of Local Preference**

An applicant’s entitlement to a local preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified. Applicants must verify this preference or it will be denied as a consideration. If this preference is denied, the applicant will be reconsidered for the waiting list based on submission of the application date/time to ESLHA. All preferences will be verified in accordance with the verification procedures outlined in Chapter 9.

6.7 **Preference Denial**

If ESLHA denies a preference, ESLHA will notify the applicant in writing with the reasons for denial and offer the applicant an opportunity for an informal review. If the denial is upheld as a result of the informal review, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights afforded to them if they believe they have been discriminated against for any reason. If the applicant commits fraud in documentation or by verbal statements, the applicant will be completely removed from the waiting list.

6.8 **Notification of Eligibility**

ESLHA will notify the family by first class mail or e-mail when selected from the waiting list within five (5) days of scheduled appointment. The notice will provide the following information:

- Date, time, location of the interview and procedures to re-scheduling the interview
- Required Attendee(s)
• Required Documents, supportive documents to confirm preference(s) selected, guide for acceptable documentation

Applicants who fail to attend two (2) scheduled interviews, without the prior approval of ESLHA, will be denied assistance and removed from the waiting list. If a notification letter is returned from the Post Office, the applicant will have fifteen (15) days to notify ESLHA or the family will be removed from the waiting list without further notice.

6.9 Eligibility Interview
Selected applicants are required to participate in an eligibility interview. The head of household and the spouse, life partner or co-head are required to attend the eligibility interview. Any adult household members 18 or over are required to attend the interview. The required attendees must bring proof of legal identity, information necessary to establish the family’s eligibility and determine the appropriate level of assistance, and required completed forms and specified documentation (provided in the notification letter).

ESLHA will provide translation services at ESLHA’s expense upon request. Interviews are conducted in English for limited English proficient (LEP) applicants.

ESLHA will provide the family with a written list of outstanding items that must be submitted after the interview to finalize eligibility. If all required attendees are not present for the interview, ESLHA will request signed release forms from those members of the family. Any required documents or information that the family is unable to provide at the interview must be provided within three (3) days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the outstanding items are not provided to ESLHA within either the required time or the extended time, the applicant will be denied eligibility in writing with the denial reasons provided.
Chapter 7 General Verification Requirements [24 CFR 960.259 (c)]

Overview
ESLHA must obtain the family’s consent to collect and verify all information required to establish the family’s eligibility. Applicants and residents must provide truthful, accurate information, and cooperate with the verification process as a condition of eligibility. ESLHA’s verification requirements are designed to maintain program integrity.

ESLHA’s maintains a verification hierarchy of all factors related to a family’s participation in the public housing program. Specific information on verifying eligibility, annual income and adjustments to annual income are provided in Chapters 9, 12 and 14.

Streamlining Verification of Assets
ESLHA elected to streamline verification of assets. A family with net assets equal to or less than $5000.00, ESLHA may accept a family’s written statement as proof of assets without taking any further action for purposes of re-certification of income only. The statement must specify the amount of income expected to be received from the assets (this amount must be included in the listed income for purposes of recertification), ESLHA must obtain third-party verification of all family assets every 3 years.

Streamlining Verification of Income
ESLHA elected to streamline verification of income. For any family member with a fixed source of income, ESLHA will determine the family member’s income by the streamlined income. A streamlined income determination must be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The “Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
- Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- Federal, state, local, or private pension plans;
- Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

In using the streamlining, ESLHA must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. ESLHA must verify the appropriate COLA or current rate of interest from a public source or resident (provided the rate comes from a legitimate third-party source. If no source is available, then the ESLHA must obtain third-party verification of income amounts in order to calculate the change in income for the source. For purposes of recertification, ESLHA must obtain third-party verification of all income amounts every 3 years.

Verification of Excluded Income
ESLHA will not verify nor report excluded income, unless only partially included/excluded income. Excluded income means the entire amount qualifies to be excluded from the annual income determination. For excluded income, ESLHA is not required to:

1. Verify the income in accordance with the HUD-prescribed verification hierarchy;
2. Document the resident file of third-party verification unavailable as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2);
3. Report the income in Section 7 of the form HUD-50058.

ESLHA may accept an applicant or resident self-certification as verification of excluded income. ESLHA’s application and re-examination documentation, which is signed by all adult family members, may serve as the self-certification of the excluded income. ESLHA may request verification of excluded income if the source of income qualifies for full exclusion. For a complete list of income exclusions, see 24 CFR 5.609(c). Examples of self-certification of excluded income are the following:

Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps; and/or Income from a live-in aide.

Partially excluded income means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family’s annual income. For partially excluded income, ESLHA is required to:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- Report the income in Section 7 of the form HUD-50058.

Examples of partially excluded income that are subject to regular verification requirements include:

- The Department of Veterans Affairs “Aid and Attendance” benefits: if used “specifically for, or in reimbursement of, the cost of medical expenses for any family member.” Live-in or periodic medical assistance and services of health care professionals are among the services that may be counted as medical expenses. ESLHA must verify the amount provided for aid, medical assistance, medical expenses and the amount actually being used by the veteran for such expenses. Any portion of the benefit not used for such expenses would continue to be counted as income by the ESLHA when determining the family’s annual income. (24 CFR 5.609(c)(4)).

- Earnings in greater than $480.00 for full-time students 18 years old or older: ESLHA must verify the amount of employment income for these family members. (24 CFR 5.609(c)(11)).

7.1 Methods of Income and Adjustments to Income Verification

A. Verification Hierarchy
ESLHA will use the most reliable form of verification available in determining an applicant or residents income. ESLHA will use the following forms to verify income (listed in order of priority):

1. Up-front Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system (only available for residents).
2. Up-front Income Verification (UIV) using a non-HUD system
3. Written Third Party Verification (may be provided by applicant or residents)
4. Written Third Party Verification Form
5. Oral Third-Party Verification
6. Self-Certification/Self-Declaration
B. Timing of Verification
ESLHA allows seven (7) days for the return of third-party verifications and seven (7) days to obtain other types of verifications.

For applicants, verifications may not be more than 120 days old at the time of the interview. For residents, verifications are valid for 120 consecutive days from date of receipt.

C. EIV Verification
EIV inquiries is the verification of income, before or during tenancy, by an independent source that systematically and uniformly maintains income sources for individuals. Users are allowed to search for income records by head of household’s social security number, program type and/or by annual re-examination. The use of EIV is a mandatory income verification method if the information is available in the system.

D. Up-Front Income Verification (UIV) using a Non-HUD System
Up-front income verification (UIV) refers to a verification system available from independent sources that maintains information about earnings and benefits. UIV will be used to the extent that these systems are available to ESLHA. Examples: Child Support Enforcement Agency, State Welfare Agency systems and State Unemployment Compensations Databases.

E. Written Third Party Verification
Written third party verification consists of documents generated by a third-party source, which may be received directly from a third-party source or provided by the family. Written third party verification documents must be authentic and may be supplied by the family or received from a third-party source. Examples of acceptable resident-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. ESLHA requires at a minimum, at least two current and consecutive pay stubs for determining annual income from wages covering the 60-day period prior to ESLHA’s request. ESLHA may reject documentation provided by the family if the document appears to be forged, or if the document is altered, mutilated or illegible. Third party documents provided by the family must be dated within 60 days of ESLHA request date.

F. Written Third Party Verification Form
When up-front verification is unavailable and the family is unable to provide written third-party documents, ESLHA must request a written third-party verification form. A written third-party verification form is mandatory when there is an unreported source of income or a substantial difference in reported income and no UIV or resident-provided documentation to support the income discrepancy.

A standardized third-party verification form will be sent when third party verification documents are rejected by ESLHA or ESLHA is unable to verify the income information with a more reliable method. ESLHA will mail, fax, or e-mail the third party written verification form requests directly to third-party sources.

G. Oral Third-Party Verification
Oral third-party verification will be used when written third party verification is not returned in seven (7) days or third party written verification is unavailable. When third party oral verification is used, ESLHA will complete a certification of document viewed form or telephone verification form. This requires written documentation of the following: the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used and the facts provided.
When any source responds verbally to the initial written request for verification, ESLHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

H. Self-Certification/Self-Declaration
Self-certification or self-declaration is used as a last resort when ESLHA is unable to obtain third party verification. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information provided to ESLHA. A self-certification is a written statement made under penalty of perjury.

7.2 Verification of Non-Financial Items
ESLHA will use the most reliable form of verification that is available. For non-financial issues, the most reliable form of verification is written third party verification in the form of documents generated by a third-party source, which may be received directly from a third-party source or provided by the family.

If third party documents cannot be obtained or the documents are not authentic, ESLHA will request a written third-party verification form. A standardized third-party verification form will be used when there is a third-party source to verify non-financial items. ESLHA will mail, fax, or e-mail third-party written verification form requests directly to third party sources.

If third party written verification cannot be obtained in 7 days, ESLHA may use oral verification for some non-financial items. ESLHA will complete a certification of document viewed form or telephone verification form. This requires written documentation of the following: the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used and the facts provided. When any source responds verbally to the initial written request for verification, ESLHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

ESLHA may use a self-certification or self-declaration for verification of non-financial items when third party verification is unavailable. A self-certification is a written statement made under penalty of perjury.

7.3 Verification Requirements
The following items must be verified:
- Identity and All income;
- Zero-income status of household or household members,
- Full-time student status including high school students who are 18 or older;
- Current assets including assets disposed of for less than fair market value in the preceding two years;
- Childcare expenses where it allows an adult family member to be employed or to further his/her education (Only reasonable child care costs can be deducted);
- Total medical expenses of all family members in households if the head, spouse or life partner is elderly or disabled;
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family (applicable if an adult family member is allowed to be employed);
- Disability for determination of preferences, allowances or deductions;
- U.S. citizenship/eligible immigrant status;
• Social Security numbers for all family members;
• Preference status;
• Marital status;
• Verification of reduction in benefits for noncompliance;
• Suitability for tenancy;
• Status of current utility services.

ALLOWABLE TYPE OF CHILD CARE:
The family determines the child care needs and public housing provides guidelines that must be satisfied for all residents. ESLHA must verify the following:

• The type of child care selected by the family is allowable.
• The fees paid to the child care provider cover only child care expenses (e.g. no housekeeping or personal services) and are paid only for the care of an eligible child (e.g. prorate costs if some of the care is provided for ineligible family members).
• Child care provider is not an assisted family member. Verification will be made by ESLHA.

ALLOWABLE MEDICAL EXPENSES:
Total medical expenses of all family members in household when head, spouse or co-head is elderly or disabled.

ALLOWABLE DISABILITY EXPENSES:
Disability assistance expenses are for costs associated with attendant care only.
Chapter 8 Eligibility for Admissions

8.1 Overview
This chapter provides the criteria for eligibility in ESLHA’s public housing program. ESLHA is responsible for ensuring that every individual and family admitted to the public housing program meet all program eligibility requirements. The eligibility requirements apply to all occurrences while the resident occupies the unit. (e.g. when a new person is added to the lease). The family must provide any information needed by ESLHA to confirm eligibility and determine the level of the family’s assistance prior to or at the time of the occurrence.

ESLHA will review all information provided by the family based on the listed eligibility requirements. Families shall be able to explain their circumstances, to furnish additional information, and to receive an explanation of the basis for any decision made by ESLHA pertaining to their eligibility.

8.2 Eligibility Factors
ESLHA accepts applications only from families with head of household, spouse or life partner who is at least 18 years of age or an emancipated minor.

Requirements to be considered for public housing:

- Qualify as a family (temporary absence of a child due to placement in foster care)
- Have income at or below the specified income limits;
- Qualify on the basis of citizenship or eligible immigrant status of family members;
- Provide a Social Security number and Birth Certificate for each eligible family member;
- Consent to ESLHA’s collection and use of family information;
- No household member with a history of behavior that would prevent program participation
- Meet tenancy requirements

8.3 Family and Household Requirements [24 CFR 5.403]
A. Family
A family may be a single or a group of persons. Discrimination on the basis of familial status or sexual orientation is prohibited. A group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standard purposes, the applicant may claim a spousal relationship.

Definitions
1. Sexual orientation is defined as homosexuality, heterosexuality or bisexuality.

2. Gender identity is defined as actual or perceived gender-related characteristics.

3. A group of persons is defined as two or more persons who intend to share residency, income and resources are available to meet the family's needs, and co-habitat.

4. The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

   - A single person, who may be an elderly person, displaced person, disabled person, near elderly person or any other single person;
   - A group of persons residing together and such group includes, but is not limited to: family with or without children; elderly family, near-elderly family, disabled family, displaced family;
5. Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head, spouse or life partner. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. (24 CFR 5.504(b)).

6. Household members may include, but not limited to, live-in aides, foster children, and foster adults.

7. Spouse means the marriage partner of the head of household. Does not apply to friends, roommates, or significant others who are not marriage partners.

B. Removal of Family Members
Except under the following conditions, ESLHA has discretion to determine which member(s) of a family will continue to receive assistance if a member of the family is removed:

If a family member is removed as a result of an occurrence of domestic violence, dating violence or stalking, the victim will retain assistance. (Documentation requirements and policies related to domestic violence, dating violence, sexual assault or stalking are discussed in Chapter 10.)

If a court determines the disposition of property between members of the family in a divorce or separation decree, ESLHA is bound by the court's determination of which family members shall continue to receive assistance.

When a former family member on the waiting list is listed on another eligible family composition, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is still open. If a former family moves in with another eligible family in public housing, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, ESLHA will determine which family retains their placement on the waiting list, or will continue living in the public housing unit. ESLHA will take into consideration the following factors: the interest of any minor children including custody arrangements; the interest of any ill, elderly, or disabled family members; the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; any possible risks to family members as a result of domestic violence or criminal activity; and the recommendations of social service professionals.

C. Spouse, Co-Head, Life Partner, and Other Adult
A family may have a spouse (or life partner) or co-head, but not both. (HUD-50058 IB, p. 13). A co-head is a person who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse or life partner. A family can have only one co-head. Minors who are emancipated under state law may be designated as a spouse, life partner or co-head. Other adult means a family member who is 18 years of age or older and not designated as head of household, spouse, life-partner, or co-head. Foster adults and live-in aides are not considered other adults.
D. **Dependent** (24 CFR 5.603)
A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student. The head of household, spouse, life partner, co-head, foster children/adults and live-in aides are not considered dependents.

1. **Joint Custody of Dependents**
Dependents that are subject to a joint custody arrangement are a member of the family, if they live with the applicant or resident 50 percent or more of the time. When more than one applicant or resident is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-examination will be able to claim the dependents. If there is a dispute about which family should claim them, ESLHA will make the determination based on available documents such as court orders or tax returns to ascertain which family has claimed the child for income tax purposes.

E. **Full-Time Student** (24 CFR 5.603]
A full-time student is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

F. **Elderly and Near-Elderly Persons, and Elderly Family** (24 CFR 5.100 and 5.403)
- Elderly Persons: a person who is at least 62 years of age.
- Near-Elderly Persons: a person who is at least 50 and no greater than 61 years of age.
- Elderly Family: member of the family is one in which the head, spouse, life partner, co-head, or sole member is an elderly person.

G. **Persons with Disabilities and Disabled Family** (24 CFR 5.403)
Under the public housing program, special rules apply to persons with disabilities and to any family member with disabilities: head, spouse, life partner or co-head. ESLHA must ensure that persons with disabilities are not discriminated against based upon any disability.

H. **Guest(s)** (24 CFR 5.100)
A guest temporarily occupies the unit with the consent of a member of the household who has authority to do so. Residents are not to provide accommodations to boarders, lodgers or permit un-authorized guest(s) to live in the unit. Residents shall be allowed to permit guest(s) to remain in the unit for a period not to exceed 10 days within a six-month period without written approval from ESLHA.

Families who have extenuating circumstances, such as hospitalization, surgery, or a family emergency, must submit a written request to ESLHA for approval of extended stays. Such requests will be considered on a case-by-case basis. Residents are not permitted to invite persons to the property who have been placed on the Non-Resident Bar and Ban List.

I. **Foster Children and Foster Adults**
For purposes of this policy, foster adults are usually persons with disabilities, unrelated to the family, who are unable to live alone. Foster children legal guardianship or custody is of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under a short-term or long-term foster care arrangement with the custodial agency.
A foster child or foster adult may be allowed to reside in the unit so long as there is no violation of occupancy standards. A foster child will be included in determining unit size only if he or she is expected to be in the unit for more than six months.

Foster children and foster adults who are living with a resident is considered household members but not family members. The income of foster children/adults is excluded in the family annual income and not considered as a dependent deduction.

J. Absent Family Members
Individuals may be absent from the family, either temporarily or permanently, including but not limited to, educational activities, placement in foster care, employment, illness, incarceration, and court order.

1. Definitions of Temporarily and Permanently Absent
Generally, an individual who absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is absent from the unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

2. Absent Students
When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to ESLHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

3. Absences Due to Placement in Foster Care
Children temporarily absent from the home due to placement in foster care are considered members of the family. If a child has been placed in foster care, ESLHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be considered as a family member.

4. Absent Head, Spouse, Life Partner, or Co-head
An employed head, spouse, life partner or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered as a family member. A head, spouse, life partner or co-head who is deployed on active military duty and is absent from the unit more than 180 consecutive days will continue to be considered as a family member.

5. Family Members Permanently Confined for Medical Reasons
If a family member is confined to a medical facility permanently, including but not limited to, a nursing home, hospital, or any other type of facility, the person is no longer considered a family member and the income of that person is excluded. ESLHA will request confirmation of the change in living status from a medical professional/facility. If the requested confirmation is not received, the person may be considered temporarily absent. Unless, the family presents evidence to support a finding of permanent confinement to ESLHA. ESLHA may determine that the person is no longer a family member based on the documentation provided by the family.

M. Live-In Aide
Live-in aide means a person, who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: is determined to be essential to the care and well-being of the person. A live-in aide is considered a member of the household not the family so any income of the aide is excluded from being considered as the family income. A live-in aid has no
rights to the unit or protections that are afforded to the family members. Relatives may be live-in aides so long as they meet the requirements as stated above.

A family's request for a live-in aide must be in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is not obligated for the support of the person(s) in need of care and only living in the unit to provide essential supportive services. ESLHA will approve a live-in aide as a reasonable accommodation for the family member with disabilities.

Family members of a live-in aide may reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not violate occupancy requirements. The family will be eligible to increase the bedroom size by one bedroom to accommodate the live-in aide status.

ESLHA will disapprove or withdraw approval if an individual to be a live-in aide commits the following:

1. The person has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

2. The person has committed drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

3. The person has committed a violent criminal activity, defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

4. The person has committed criminal activity that may threaten the health, safety, or welfare of other residents, ESLHA staff, contractors, subcontractors or agents.

5. The person has committed a criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

6. The person currently owes rent or other amounts to ESLHA or to another PHA.

ESLHA will notify a family of its decisions, if denied the notification will provide an explanation as well as request documentation for further review, within ten (10) days of receiving a request for a live-in aide.

8.4 Income Eligibility

Income requirements are based on estimates of median family income in a particular area or county, with adjustments for family size, and published annually. Income requirements are determined at the time of admission only and not applicable for continued occupancy. Income eligibility is determined by comparing a family's annual income with HUD's published income limits. Income limit restrictions do not apply to families transferring within our public housing program.

Income eligibility considerations are as follows:
1. A low-income family: annual income that equals or less than 80 percent of the median income within the area; or
2. A very low-income family: annual income that equals or less than 50 percent of the median income within the area, or the poverty rate within the area; or
3. An extremely low-income family: annual income equals or less than 30 percent of the median income within the area;

8.5 Citizenship or Eligible Immigration Status (24 CFR 5, Subpart E)

Only individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or non-citizen that have eligible immigration status are eligible for the public housing program. At least one family member must be a citizen, national or non-citizen with eligible immigration status in order for the family to qualify.

A. Declaration (24 CFR 5.508)

Each family member must declare whether the individual is a citizen, a national, or an eligible non-citizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible non-citizens. For citizens, nationals and eligible non-citizens the declaration must be signed personally by the head, spouse, life partner, co-head and any other family member 18 or older, and by a parent or guardian for minors. The family must provide in writing any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children or foster adults. (Chapter 18 discuss prorated rent and Chapter 23 discuss the informal hearing procedures.)

1. Ineligible Non-citizens

Non-citizens who do not provide their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, life partner, or co-head indicating their ineligible immigration status. ESLHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

The following non-citizens are prohibited from the public housing program: students, spouse or life partner, minor children who accompany the student,

B. Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible non-citizen. Families with eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

C. Ineligible Families (24 CFR 5.514(d), (e), and (f))

The family will be sent the eligibility determination in a written notice. If the family is deemed ineligible, the notice will provide an explanation for the denial of assistance, if the family is eligible for proration of assistance, advise the family of its right to request an appeal to the USCIS or an informal hearing with ESLHA. If the family request an appeal with the USCIS, an informal hearing with ESLHA may not occur until a decision is rendered by the USCIS.

D. Timeframe for Determination of Citizenship Status (24 CFR 5.508(g))

For new occupants joining the assisted family, ESLHA will verify status at the first interim or regular re-examination following the person’s occupancy, whichever comes first. Each family member is required to submit evidence of eligible status only one time during continuous occupancy.
8.6 Social Security Numbers (24 CFR 5.216 and 5.218)

Each applicant and all members of the applicant’s household must disclose their social security number (SSN) with the required documentation to verify each SSN. ESLHA will deny admission to an applicant family if they do not meet the SSN disclosure and documentation requirements. These requirements do not apply to ineligible non-citizens.

Social Security Number Documentation:
Each family member declaring eligibility must provide a social security number or certify that they do not have one if they are not declaring eligibility. If a child under 6 years was added to the assistance applicant within the 6-month period prior to the household’s date of admission, the assistance applicant may become a participant in the program, provided they provide verification of the SSN within 90 calendar days from the date of admission into the program. ESLHA may grant an extension of an additional 90 calendar days due to extenuating circumstances beyond the control of the family.

8.7 Family Consent to Release of Information (24 CFR 5.230)

Each adult family member, the head of household, spouse, life partner, or co-head, regardless of age, must sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family’s eligibility in the public housing program. ESLHA will deny admission to the program if any member of the applicant family fails to sign and submit the required consent forms.

The consent form must include the following:

1. A provision authorizing ESLHA 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; and

2. A provision authorizing ESLHA to verify with previous or current employer’s income information pertinent to the family’s eligibility for or level of assistance; and

3. A provision authorizing ESLHA to request income information from the IRS and the Social Security Administration (SSA) for the sole purpose of verifying income information pertinent to the family’s eligibility or level of benefits; and

4. 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.

8.8 Current and Past Behavior

ESLHA will deny admission or assistance to the program for any of the following reasons:

- If the family has committed any serious lease violations or its lease has been terminated during a previous participation in the public housing program for three years from the date of move out;
- If the resident or household member 18 years or older owes rent or other amount to ESLHA or another PHA unless all monies owed to ESLHA or other PHA is paid in full;
- If any member of the family has committed fraud, bribery or other corrupt or criminal act in connection with any Federal housing program;
- If the family has engaged in or threatened abusive or violent behavior toward residents, ESLHA staff, agents, or subcontractors;
- If any applicant deliberately misrepresents the information on which eligibility or rent is concerned;
• If any member of the family has engaged in drug-related or violent activity or shows a pattern of abuse of alcohol which indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted. Evidence of this activity may include, but is not limited to, conviction records and personal statements.
• If any member of the household has ever been convicted of the manufacture or distribution of methamphetamine on the premises of federally-assisted housing;
• If any member of the household is subject to a lifetime registration under a state sex offender registration program.

ESLHA may waive the requirement to deny admission to the family only if the person can demonstrate to ESLHA’s satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and meets one of the following guidelines:
- Has successfully completed a supervised drug or alcohol rehabilitation program;
- Has otherwise been rehabilitated successfully;
- Is participating in a supervised drug or alcohol rehabilitation program certified by the State; and
- Comply with ESLHA or HUD requests to provide documentation or release to obtain documentation

8.9 Suitability for Tenancy
ESLHA is responsible for the screening and selection of families to occupy public housing units. ESLHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations. ESLHA will consider the following factors:

- Payment of rent;
- Ability to obtain and maintain utilities;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Criminal activity that is a threat to the health, safety, or property of others;
- Compliance with any other essential conditions of tenancy.

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the public housing lease. ESLHA 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 and other residents, otherwise eligible families will be denied admission if they fail to meet the suitability requirements.

B. ESLHA will consider the following additional factors:
Family member committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived from the misrepresentation;

History of criminal activity that may interfere with the health, safety, or the right to peaceful enjoyment by others. (e.g. abuse of alcohol)
Chapter 9 Verifying Eligibility

9.1 Verifying Family Information

A. Verification of Legal Identity
ESLHA requires applicants to furnish verification of legal identity for all family members. The table below lists the preferred documents for verification of legal identity for adults and minors and a list of documents that can be used if the preferred documents are not available. If a document submitted by a family is deemed ineligible, more than one of these documents may be required.

<table>
<thead>
<tr>
<th>Verification Factors</th>
<th>Preferred Document(s)</th>
<th>Alternate Document(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adult</strong></td>
<td>Current valid Government Issued Picture ID U.S. Passport</td>
<td>Certificate of Birth Certificate of U.S. Citizenship Certificate of Naturalization U.S. military discharge (DD 214) Voter's registration Company/Agency Identification Card Hospital records School ID card with a photograph Church issued baptismal certificate</td>
</tr>
<tr>
<td><strong>Minor</strong></td>
<td>Birth Certificate</td>
<td>Adoption papers Court Awarded Custody agreement Health and Human Services ID School records Hospital records School ID card with a photograph Church issued baptismal certificate</td>
</tr>
</tbody>
</table>

If none of these documents are available, ESLHA’s may allow a third party person to attest to the person’s identity.

B. Verification of Age
The documents listed in this chapter are the preferred forms of age verification for all family members. As to elderly family members, an original document that provides evidence of the receipt of Social Security retirement benefits is acceptable.

If an official record of birth or evidence of Social Security retirement benefits are unavailable, ESLHA will require the family to provide a self-certification. Age must be verified only once during continuously assisted occupancy.

C. Family Relationships
Applicants are required to identify the relationship of each household. Family relationships are verified only to the extent necessary to determine a family’s eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

1. Marriage
ESLHA may require the family to submit a marriage license to verify a couple marital status.

2. Separation or Divorce
ESLHA may require the family to provide documentation of the divorce or separation. A copy of a divorce decree may be required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record may be required to document a separation. If no court document is available, other suitable documentation may be accepted.

D. Verification of Disability
ESLHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. ESLHA is not permitted to inquire about the nature or extent of a person’s disability. ESLHA may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If ESLHA receives a verification document that provides such information, ESLHA will not place this information in the resident’s file and discard the information. Under no circumstances will ESLHA request an applicant’s or resident’s medical record(s).

1. Family Members Receiving SSA Disability Benefits
Verification of the receipt of disability benefits from the Social Security Administration (SSA or SSI-Supplemental Security Income) is sufficient verification of disability payments in accordance with the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)(Section 233) for the purpose of qualifying for waiting list preferences, or certain income disallowances and deductions.

For applicant family members claiming disability who receive disability benefits from the SSA, ESLHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

2. Family Members Not Receiving SSA Disability Benefits
For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

E. Verification of Foster Children and Foster Adults
Third party verification from the state or local government agency responsible for the placement of the individual with the family is required to include the individual in the household.

F. Verification of Absence of Family Member
An applicant family may include an absent family member as part of the household in the circumstances as discussed in Chapter 8 of this policy. To verify if the absent member qualifies for inclusion the circumstances will be verified as follows.

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

2. Absences due to Placement in Foster Care
Written verification on the custodial agency letterhead verifying placement into foster care and duration of time the child will be temporarily removed.

3. Absent Head, Spouse, Life Partner or Co-Head
Written verification from the employee/military service regarding the location; length of assignment; copy of deployment order, or self-certification of remaining family members.
4. Absence for Medical Reasons
A written statement from a medical professional regarding the length of the absence.

G. Verification for Live-In Aide
A family’s request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is not obligated for the support of the person(s) in need of care, and living in the unit only to provide essential supportive services. The live-in aide will be subject to the criminal background verification provided in this section.

9.2 Verification of Income
Income to determine eligibility shall be calculated and verified in accordance with this policy.

9.3 Citizenship or Eligible Immigration Status (24 CFR 5.508)

Overview
Public housing is not available to persons who are not citizens, nationals or eligible immigrants. Prorated assistance is provided for mixed families containing both eligible and ineligible person. A detailed discussion of eligibility requirements is in Chapter 8. This chapter provides ESLHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit documentation. Once eligibility for admission has been verified for an individual, it need not be collected or verified again during continued occupancy.

A. U.S. Citizens and Nationals
Each family member who claims to be a U.S. citizen or national must sign a declaration. The declaration must be signed personally by any family member 18 or older and/or by a parent or guardian for minors. ESLHA may request a birth certificate, United States passport or other appropriate documentation. Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless ESLHA receives information indicating that an individual’s declaration may not be accurate.

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

C. Non-Citizens with Eligible Immigration Status
Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents listed below. The documents will be copied, front and back, and returned to the family. ESLHA must verify the status through the USCIS SAVE system. If this primary verification fails to verify status, ESLHA must request within ten days that the USCIS conduct a manual search.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - “Admitted as a Refugee Pursuant to Section 207”
  - “Section 208” or “Asylum”
  - “Section 243(h)” or “Deportation stayed by Attorney General”
“Paroled Pursuant to Section 221 (d)(5) of the USCIS”
- Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”
- Form I-94 Arrival-Departure Record with no annotation accompanied by:
  - A final court decision granting asylum (but only if no appeal is taken)
  - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90)
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90)
- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified
- A noncitizen in the 2014 Executive Order Granting Amnesty to Illegal Citizen

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

E. Non-Citizen Students on Student Visas
Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified. Not required to sign a declaration.

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

9.4 Verification of Social Security Numbers (24 CFR 5.216 and Notice PIH 2010-3)
The family must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing program participants who were at least 62 years of age as of January 31, 2010, and who had not previously disclosed a SSN. ESLHA will accept the following documentation as acceptable evidence of the Social Security number:
- An original SSN card issued by the Social Security Administration (SSA); or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual.

ESLHA will reject documentation of an SSN provided by an applicant if the document is not an original document or if the original document is altered, mutilated, not legible, or if the document appears to be forged. ESLHA will provide an explanation as to why the document was denied and request that the individual obtain and submit acceptable documentation of the SSN to ESLHA within 90 calendar days. ESLHA will grant one additional 90 calendar day extension for reasons beyond the resident’s control such as delayed processing of the SSN application by the SSA, natural
disaster, fire, death in the family or other emergency. Social Security numbers must be verified only once during continuously occupancy.

9.5 Criminal Background Verification
ESLHA will perform criminal background checks for each household member age 18 and over as a part of the admission process to obtain criminal conviction records for the screening of applicants for admission. This process will assist ESLHA in complying with policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records, ESLHA will require every applicant family to submit a consent form signed by each adult household member. ESLHA also performs criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program.

If the check returns with criminal information, the applicant may be denied. The applicant will be notified in writing within 10 days and provided their rights to request an informal hearing.

9.6 Verification of Waiting List Preferences (24 CFR 5.410-5.430)

A. Employed, Disabled Person, or Elderly

1. Employment
To qualify for the preference for employment the applicant must provide one of the following:
Three consecutive current paycheck stubs that documents that the applicant is currently employed and works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last 60 days or ESLHA will accept a letter from the employer on the employer’s letterhead that states that applicant is employed at least 20 hours per week. ESLHA may also seek third party verification from the employer of the head, spouse, life partner, co-head or sole member of the family requesting a preference as a working family.

2. Disabled Person
To qualify for the disabled person preference the applicant must provide documentation.

3. Elderly
To qualify for the elderly person preference the applicant must provide the documentation outlined in section 9.1.2.

B. Enrolled or Recently Graduated from a Job Training or Educational Program
An applicant qualifies for this preference if the head of household or spouse, life partner of the applicant family is currently enrolled in or within the last 12 months has graduated from a job training or educational program.

C. Veterans
To qualify for the veteran preference, the applicant must provide a DD Form 214.

D. Timing of Verification of Preferences
Preferences will be verified when the applicant reaches the top of the waiting list. If the preference cannot be verified the applicant will be placed on the waiting list without the claimed preference. If the applicant family intentionally falsifies the application by claiming preferences, the applicant may be removed from the waiting list.

9.7 Verification of Suitability of Tenancy
ESLHA may conduct a tenancy suitability check through a private company or through reference checks of previous landlords for an applicant.

9.8 Final Determination and Notification of Eligibility
After the verification process is completed, ESLHA will make a final determination of eligibility. The decision is based upon information provided by the family, the verification completed by ESLHA and the current eligibility criteria in effect. The family will be notified in writing of their eligibility determination.
Chapter 10 Denial of Admission

Overview
ESLHA will deny admission to an applicant who does not meet the eligibility criteria and they will be removed from all waiting list. In addition, ESLHA may deny admission based on certain types of current or past behaviors of family members. However, the Violence Against Women Act (VAWA) expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking.

10.1 Prohibited Reasons for Denial of Admission (24 CFR 5.105, 24 CFR 5.2005(b))
ESLHA shall not deny admission based on any of the following criteria:

- Age, disability, race, color, religion, sex or national origin (see Chapter 2 for additional information about fair housing and equal opportunity requirements);
- Family prior residence;
- Members of the family are unwed parents, recipients of public assistance or children born out of wedlock;
- Whether the family includes children;
- Whether a family decides to participate in a family self-sufficiency program;
- Qualified applicant is or has been a victim of domestic violence, dating violence or stalking if the applicant is otherwise qualified for assistance (see Chapter 4).

10.2 Required Denial of Admission (24 CFR 960.204)
ESLHA will deny assistance in the following cases:

Any member of the household has been evicted from federally assisted housing in the last five (5) years for drug-related criminal activity. ESLHA will admit an otherwise eligible family who was evicted from federally-assisted housing within the past three years for drug-related criminal activity if ESLHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by ESLHA, or the person who committed the crime is no longer living in the household.

ESLHA determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. Currently engaged in the illegal use of a drug means a person has engaged in the use of illegal drugs during the previous twelve (12) months.

ESLHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

In determining reasonable cause, ESLHA will consider all credible evidence, including but not limited to, any record of convictions, evictions of household members related to the use of illegal drugs or the abuse of alcohol. ESLHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
Any household member has been evicted from federally assisted housing for any lease violation in the year immediately preceding the date of application.

**10.3 Other Permitted Reasons for Denial of Admission**

ESLHA may deny admission for the following reasons:

**A. Criminal Activity (24 CFR 960.203(c))**

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied admission:

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. (24 CFR 5.100)
- Violent criminal activity, defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. (24 CFR 5.100)
- Criminal activity that may threaten the health, safety, or welfare of other residents, ESLHA staff, contractors, subcontractors, or agents. (24 CFR 960.203(c)(3))
- Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse

Evidence of such criminal activity includes, but is not limited, to any record of convictions within the past 5 years. ESLHA may on a case-by-case basis, decide not to deny admission based on the totality of the evidence reviewed.

**B. Previous Behavior (960.203(c) and (d))**

ESLHA may deny admission to an applicant family if ESLHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three years.
- Has a pattern of lease violations including but not limited to disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three years which may adversely affect the health, safety, or welfare of other residents.
- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
- Owes rent or other amounts to ESLHA or any other PHA in connection with any assisted housing program.
- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- Has engaged in or threatened violent or abusive behavior toward ESLHA personnel. Abusive or violent behavior towards ESLHA staff, includes but not limited to, verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered as abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
ESLHA will consider all factors outlined above. ESLHA may on a case-by-case basis, decide not to deny admission based on the totality of the evidence reviewed. ESLHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

10.4 Criteria for Deciding to Deny Admission

A. Evidence
ESLHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

B. Consideration of Circumstances (24 CFR 960.203(c)(3) and (d))
ESLHA will consider all relevant circumstances when deciding whether to deny admission based on a family’s history except in the situations for which denial of admission is mandated (see Section 10.3). ESLHA will take into consideration the duration of time, nature and extent of the applicant’s conduct. In a manner consistent with its policies, ESLHA may give consideration to factors, which might indicate a reasonable probability of favorable future conduct.

ESLHA will consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents.
- The effects that denial of admission may have on other members of the family who were not involved in the action.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking. (See section 10.5)
- The length of time since the violation occurred, the family’s recent history and the possibility of favorable conduct in the future.
- Evidence of the applicant family’s participation in or willingness to participate in social service or other appropriate counseling service programs.

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. ESLHA will require the applicant to submit documentation of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

C. Removal of a Family Member’s Name from the Application (24 CFR 960.203(c)(3)(i))
As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member’s current address upon ESLHA request.

D. Reasonable Accommodation
If the family includes a person with disabilities, ESLHA’s decision concerning denial of admission is subject to consideration of reasonable accommodation. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, ESLHA will
determine whether the behavior is related to the disability. If so, upon the family’s request, ESLHA will determine whether alternative measures are appropriate as a reasonable accommodation. ESLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. (See Chapter 2)

10.5 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

A. Documentation

1. Victim Documentation (24 CFR 5.2007)
If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault or stalking, ESLHA will request in writing that the applicant provide documentation supporting the claim in accordance with Section 4.6 of this policy.

2. Perpetrator Documentation
If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A. A signed statement requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit.

B. Documentation that the perpetrator has successfully completed, or is successfully undergoing rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance.
   • The victim and perpetrator must also sign or attest to the documentation.

10.6 Other Housing Assistance
A family, or members of the family, may not receive public housing assistance while receiving another housing subsidy for the same unit or for a different unit under any duplicative federal, state or local housing assistance program.

10.7 Missed Appointments and Deadlines
It is an applicant family’s obligation to supply information, documentation and certification, as needed, for ESLHA to fulfill its responsibilities. ESLHA schedules appointments and sets deadlines in order to obtain the required information. An applicant who fails to maintain an appointment or to supply information required by the deadline may result in a denial notification, unless prior notification was provided to ESLHA. No more than two opportunities will be provided to re-schedule without good cause. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

• Eligibility Interview
• Verification Procedures
• Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

• Medical or family emergency
• Any other valid reasons provided by the applicant
10.8 Notice to Applicants
If ESLHA determines that a family is not eligible for the program for any reason, the family will be removed from all waiting list and notified of the decision to deny admission. The notice will include an explanation of denial, process to request and obtain an informal hearing. (See Chapter 23)
Chapter 11 Income Determination (24 CFR Part 5, Subpart F)

Overview
A family’s income determines eligibility for admission and continued occupancy and to determine the rental payment amount. ESLHA will use the methods described in this chapter to determine a family’s income at admission and at re-examination. Using these methods will also ensure that only eligible families receive assistance and accurate rental payment amounts.

11.1 Anticipating Annual Income

A. General Requirements for Annual Income
Annual Income means all amounts, monetary or not, which provide for or on behalf of each family member (even if temporarily absent). Annual income includes amounts derived (during the 12-month period) from assets to which any member of the family has access. Also, annual income may include anticipated income from a source outside the family.

B. Basis of Annual Income Projection
ESLHA will count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date. ESLHA generally will use current circumstances to determine anticipated income for the upcoming 12-month period when the following occurs:

- An imminent change in circumstances is expected;
- It is not feasible to anticipate a level of income over a 12-month period; or
- ESLHA believes that past income is the best available indicator of expected future income.

1. Imminent Change in Income
If ESLHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income source to the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, ESLHA will calculate annual income using current circumstances and then require an interim re-examination when the change actually occurs.

2. Averaging Income When Anticipation is Infeasible
When ESLHA is unable to anticipate annual income based upon current circumstances for the entire 12-month period, ESLHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. ESLHA may average known sources of income that vary to compute an annual income, or annualize current income and conduct an interim re-examination if income changes. If an estimate can be determined for those families who income fluctuates monthly, this estimate will be used to reduce the number of interim adjustments. The method used depends on the source and type of income.

3. Other Circumstances
Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the resident’s file. In these cases, the family may present information and documentation to ESLHA to show why the historic pattern represents the family’s anticipated income.
11.2 Income Included in Annual Income

A. Wages and Related Compensation
Annual income include the gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. Some Types of Military Pay
All regular pay, special pay and allowances of a member of the Armed Forces are included, except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

C. Business Income
Annual income includes the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

1. Business Expenses
Net income is gross income less business expense. To determine business expenses that may be deducted from gross income, ESLHA will use current applicable IRS rules for determining allowable business expenses. (See IRS Publication 535)

2. Business Expansion
ESLHA will not deduct expenses for business expansion from gross income. Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

3. Capital Indebtedness
ESLHA will not deduct amortization of capital indebtedness from gross income. Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings and machinery. This means ESLHA will allow as a business expense for interest, but not principal, paid on capital indebtedness.

4. Negative Business Income
If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

5. Withdrawal of Cash or Assets from a Business
ESLHA will include the withdrawal of cash or assets from the operation of a business or profession in annual income, unless the withdrawal reimburses a family member for cash or assets invested in the business by the family. Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, ESLHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has
been repaid. Investments do not include the value of labor contributed to the business without compensation.

6. Co-Owned Businesses
If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family’s share of the income is lower than its share of ownership, the family must document the reasons for the difference.

D. Assets
Annual income includes the interest, dividends and other net income of any kind from real or personal property. For most types of assets, ESLHA will determine the value of the asset in order to compute income from the asset. As is true for all sources of income, ESLHA will use other than current circumstances to anticipate income when an imminent change in circumstances is expected, it is not feasible to anticipate a level of income over 12 months, or ESLHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, ESLHA can take into consideration past rental income along with the prospects of obtaining a new resident. Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. The family may present information and documentation to ESLHA to show why the asset income determination does not represent the family’s anticipated asset income.

1. Valuing Assets
The calculation of asset income sometimes requires ESLHA to make a distinction between an asset’s market value and its cash value. The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account). The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

2. Lump-Sum Receipts
Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account). For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income.

3. Imputing Income from Assets
When net family assets are $5,000 or less, ESLHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, ESLHA will include in annual income the greater of the actual income derived from the assets or the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

4. Determining Actual Anticipated Income from Assets
If it is necessary to use the value of the asset to compute the anticipated income from an asset, ESLHA will use the market value of the asset. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property’s market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.
5. Withdrawal of Cash or Liquidation of Investments
Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

6. Jointly Owned Assets
If an asset is owned by more than one person and any family member has unrestricted access to the asset, ESLHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners. If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, ESLHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, ESLHA will prorate the asset evenly among all owners.

7. Assets Disposed of for Less than Fair Market Value
Annual income includes as a current asset, any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/re-examination, except as noted below.

A. Minimum Threshold
ESLHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $5,000. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

B. Separation or Divorce
Assets disposed of as part of a separation or divorce settlement are not considered disposed of for less than fair market value. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation or court order.

C. Foreclosure or Bankruptcy
Assets disposed of as the result of a foreclosure or bankruptcy sale are not considered disposed of for less than fair market value.

8. Types of Assets
A. Checking and Savings Accounts
For regular checking accounts and savings accounts, cash value has the same meaning as market value. If a checking account does not bear interest, the anticipated income from the account is zero. In determining the value of a checking account, ESLHA will use the closing monthly balance for the most recent available statement. In determining the value of a savings account, ESLHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, ESLHA will multiply the value of the account by the current rate of interest paid on the account.

B. Investment Accounts
Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined
by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash. In determining the market value of an investment account, ESLHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), ESLHA will calculate asset income based on the earnings for the most recent reporting period.

C. Equity in Real Property or other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. A family may have real property as an asset in two ways; owning the property itself and holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero. In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset.

The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income. In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless ESLHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

9. Trusts

A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

A. Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

B. Non-Revocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate.

10. Retirement Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, ESLHA must know whether the money is accessible before retirement. While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset. After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it
represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member. IRA, Keogh and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

11. Personal Property

Personal property held as an investment, such as gems, coin collections, antique cars, etc., is considered an asset. In determining the value of personal property held as an investment, ESLHA will use the family’s estimate of the value. Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset. Necessary items of personal property are not considered assets. Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry and vehicles, including those specially equipped for persons with disabilities.

12. Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family’s assets. If such a policy earns dividends or interest that the family may elect to receive, this anticipated payment of dividends or interest is considered as income from the asset whether or not the family actually receives it.

E. Periodic Payments

Periodic payments are forms of income received on a regular basis. The following payments are included in annual income:

Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities and similar forms of investments are counted only after they exceed the amount contributed by the family.

Disability or death benefits and lottery receipts paid periodically.

1. Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income.

2. Treatment of Overpayment Deductions from Social Security Benefits

ESLHA will make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, ESLHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.
F. Payments in Lieu of Earnings
Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts.

G. Welfare Assistance
Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that is made under programs funded separately or jointly by federal, state, or local governments.

1. Sanctions Resulting in the Reduction of Welfare Benefits
ESLHA will make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The requirements are summarized below. This rule applies only if the family was a public housing resident at the time the sanction was imposed.

A. Covered Families
The families covered by the sanction rule are those who receive welfare assistance or other public assistance benefits from a State or other public 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.

B. Imputed Income
When an agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, ESLHA will include in annual income imputed welfare income. ESLHA will request that the welfare agency inform ESLHA when the benefits of a participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned. This requirement does not apply to reductions in welfare benefits; at the expiration of the lifetime or other time limit on the payment of welfare benefits, if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or because a family member has not complied with other welfare agency requirements.

C. Offsets
The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero.

H. Periodic and Determinable Allowances
Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

1. Alimony and Child Support
ESLHA will count alimony or child support amounts awarded as part of a divorce or separation agreement. ESLHA will count court-awarded amounts for alimony and child support unless ESLHA verifies that: the payments are not being made, and the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court-awarded alimony and child support awards are not
required to seek a court award and are not required to take independent legal action to obtain collection.

2. Regular Contributions or Gifts
ESLHA will count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family. Temporary, nonrecurring or sporadic income and gifts are not counted. Examples of regular contributions include regular payment of a family’s bills (e.g., utilities, telephone, rent, credit cards and car payments), cash or other liquid assets provided to any family member on a regular basis. For contributions that may vary from month to month (e.g., utility payments), ESLHA will include an average amount based upon past history.

11.3 Income Excluded from Annual Income

A. Temporary, Nonrecurring, or Sporadic Income
Temporary, nonrecurring or sporadic income is not included in annual income. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days.

B. Children’s Earnings
Employment income earned by children (including foster children) under the age of 18 years is not included in annual income.

C. Certain Earned Income of Full-Time Students
Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, life partner or co-head) are not counted. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program. Any student financial assistance not subject to inclusion is fully excluded from annual income, whether it is paid directly to the student or to the educational institution the student is attending.

D. Income of a Live-In Aide
Income earned by a live-in aide is not included in annual income. (See Chapter 8)

E. Federal Programs
Income earned under certain federal programs are excluded as income:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058).
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b).
- Awards under the federal work-study program (20 U.S.C. 1087).
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f).
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d).
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
F. Resident Service Stipend (24 CFR 5.600(c)(8)(iv))

Amounts received as a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for ESLHA, 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 and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

G. State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program.

ESLHA defines training program as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but not limited to, classroom training in a specific occupational skill, on-the-job training with wages subsidized by the program, or basic education.

ESLHA defines incremental earnings and benefits as the difference between the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and the total amount of welfare assistance and earnings of the family member after enrollment in the program. In calculating the incremental difference, ESLHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058. End of participation in a training program must be reported in accordance with ESLHA’s interim reporting requirements.

H. HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Housing Choice Vouchers administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program and other grant funds received from HUD. To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

I. Earned Income Tax Credit

Earned income tax credit refund payments are excluded from annual income. (26 U.S.C. 32(j))

J. Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone). Kinship guardianship assistance payments and other similar guardianship payments are treated the same as foster care payments and are excluded from annual income.

- 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.
• Amounts received under the Low-Income Home Energy Assistance Program.
• Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
• Lump sum payments received as a result of delays in processing Social Security and SSI payments.
• Lump sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs.

K. Additional Exclusions from Annual Income
• Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers’ Compensation), capital gains and settlement for personal or property.
• Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
• Amounts received by a person with a disability for purposes of Supplemental Security Income eligibility and benefits due to being earmarked for use under a Plan to Attain Self-Sufficiency (PASS).
• Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and are provided solely to allow participation in a specific program.
• 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.
• Adoption assistance payments in excess of $480 per adopted child.
• 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.
• 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.
• Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937 which including the following:
  ▪ The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
  ▪ Payments received under the Alaska Native Claims Settlement Act. (43 USC §1626(c)).
  ▪ Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes. (25 USC § 459(e)).
  ▪ Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
  ▪ The first $2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2000 per year of income received by individual Indians from funds derived from interests held in
such trust or restricted lands (25 U.S.C. 1407–1408). This exclusion does not include proceeds of gaming operations regulated by the Commission.

- Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087).
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).
- Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
- Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the “In Re Agent Orange product” liability litigation. [M.D.L. No. 381 (E.D.N.Y.).]
- Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785].
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l)).
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433).
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2); under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e); and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC).
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4)).
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-
Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs.

- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291).
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a).
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d).

11.4 Household Composition and Income
Income received by all family members must be counted unless specifically excluded. It is the responsibility of the head of household to report changes in family composition. The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

11.5 Earned Income Disallowance (24 CFR 960.255)
The Earned Income Disregard (EID) is the disallowance for increases in income as a result of employment of individual family members. ESLHA will not increase the monthly rental payment of an eligible family because of increased income due to employment during the 12-month period beginning on the date in which the employment is commenced. EID encourages people to enter the work force by not including the full value of increases in earned income for a period of time.

A. Eligibility
EID applies only to individuals in families already participating in the public housing program (not at initial examination or income targeting for admission). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

Employment of a family member who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

Increased earnings by a family member during participation in an economic self-sufficiency or job-training program. An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families.

New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount; or if the benefits or
services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies or transportation assistance, the total amount received over the six-month period must be at least $500.

B. Calculation of the Disallowance
Calculation of EID for an eligible member of a qualified family begins with a comparison of the member’s current income with his or her prior income. ESLHA defines prior income, or prequalifying income, as the family member’s last certified income prior to qualifying for the EID. The family member’s prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

C. Initial 12-Month Exclusion
During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

D. Second 12-Month Exclusion and Phase-In
During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

E. Lifetime Limitation (24 Month Window of Opportunity)
EID has a two-year (24 months) window of opportunity for individuals entering into the program. The eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Housing Choice Voucher assistance, or if there are breaks in assistance. During the eligibility period, ESLHA will schedule and conduct an interim re-examination each time there is a change in the family member’s annual income that affects or is affected by the EID (e.g., when the family member’s income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period better known as the window of opportunity). Also, individuals who entered the program prior to May 9, 2016, EID has a four-year (48-month) lifetime maximum.
Chapter 12 Verifying Income

Overview

All income from applicants and residents must be verified by a third party. ESLHA’s verification requirements are designed to maintain program integrity. This chapter explains ESLHA’s policies for verification of income and assets and lists the documents required for verification.

Applicants and residents must provide accurate and complete information to ESLHA whenever information is requested. ESLHA will obtain written authorization from the family before requesting information from independent sources.

12.1 Employment Income

Income from employment shall be verified using the following methods in the order that each method is listed below:

A. EIV

ESLHA will obtain EIV income reports for each re-examination. Reports will be generated as part of the regular re-examination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV employer data, ESLHA will use current resident provided pay stubs to calculate the projected annual income. ESLHA will make every effort to obtain current and consecutive pay stubs dated within the last 60 days. If the family disputes the EIV income report, ESLHA will accept UIV information, current acceptable resident provided documentation and/or traditional third-party verification form(s) to verify the disputed information. Employment income information is not available on EIV for applicants.

B. UIV

If employment income information is unavailable through EIV or the family disputes the employment income information in EIV, ESLHA shall use UIV information as the next level of verification. The UIV sources of verification for employment income are the Work Number and employer provided websites that contain payment history information. The applicant or resident must provide access to the employer website.

C. Third Party Written Verification

If employment income information is unavailable through EIV or UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family as the next level of verification. Acceptable documents provided by either the employer or third-party: pay check stubs, payroll summary report, offer letter / or letter of termination, letter of expected earnings, W-2 forms, tax returns, bank statements, unemployment monetary benefit notices and other current authentic documents from a third party that verify the income amount.

D. Written Third Party Verification Form

If employment income information is unavailable through EIV, UIV or third party written verification, ESLHA shall use the third party written verification form. Verification forms request the employer to specify the:

- Dates of employment;
- Amount and frequency of pay;
- Date of the last pay increase;
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months;
- Estimated income from overtime, tips, bonus pay expected during next 12 months; and
• Name and telephone number of persons completing the form.

E. Oral Verification
If employment income information is unavailable through EIV, UIV, third party written verification, or the third party written verification form, ESLHA shall use oral verification. ESLHA shall document the telephone number, date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family's file.

F. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document the family's file as to the reason third party verification was unavailable.

12.2 Social Security and Supplementary Security Income
Income from Social Security (SS) and Supplementary Security Income (SSI) shall be verified using the following methods in the order that each method is listed below. Oral and Self-Certification will not be accepted.

A. EIV
ESLHA will obtain EIV income reports for each re-examination. Reports will be generated as part of the regular re-examination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV data, ESLHA will calculate the projected annual income using the EIV data. If the family disputes the EIV income report, ESLHA will request a benefit award letter issued within the last 120 days. SS and SSI income information is unavailable on EIV for applicants.

B. Third Party Written Verification
If SS and SSI income information is unavailable through EIV, ESLHA will request the family provide a copy of their SS and/or SSI benefit letter, dated within the last 120 calendar days, for each household member that receives SS and/or SSI benefits.

12.3 Unemployment Compensation
Income from unemployment compensation shall be verified using the following methods in the order that each method is listed below:

A. EIV
ESLHA will obtain EIV income reports for each re-examination. Reports will be generated as part of the regular re-examination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV unemployment compensation data, ESLHA will use the current resident-provided unemployment benefit report to calculate the projected annual income. If the family disputes the EIV income report, ESLHA will accept UIV information, current acceptable resident provided documentation and/or traditional third-party verification form(s), in hierarchy order, to verify the disputed information. Unemployment compensation income information is not available on EIV for applicants.

B. UIV
The UIV source of verification for unemployment compensation income is the State’s website that contains payment history information. The applicant or resident must provide access to the website.
C. Third-Party Written Verification
If unemployment compensation income is unavailable through UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family as the next level of verification. The acceptable document is the unemployment monetary benefit notice.

D. Written Third-Party Verification Form
If unemployment compensation income information is unavailable through EIV, UIV or third party written verification, ESLHA shall use the third party written verification form to verify the benefit to the appropriate state agency. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit and the name and telephone number of the person completing the form.

E. Oral Verification
If unemployment compensation income information is unavailable through EIV, UIV, third party written verification, or the third party written verification form, ESLHA shall use oral verification. ESLHA shall document the telephone number, the date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family’s file.

F. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported unemployment compensation income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.4 Welfare Payments or General Assistance
Income from welfare payments (known as Temporary Assistance for Needy Families or TANF) or general assistance income information is not available through EIV or UIV.

A. Third Party Written Verification
ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify TANF or general assistance income information. The acceptable documents include benefit award letters, sanction notification letters, computer print outs of benefit payment history, computer print outs of EBT card history (EBT card information must be redacted from the document before the document is placed in the file) and other documents generated by the Department of Human and Service (DHS) that indicate the amount of the benefit.

B. Written Third Party Verification Form
If TANF or general assistance income information is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the benefit. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit, any sanctions imposed on the family and the name and telephone number of the person completing the form.

C. Oral Verification
If TANF or general assistance income information is unavailable through third party written verification or the third party written verification form, ESLHA shall use oral verification. This verification should be completed by using the state’s toll-free number for verification of benefits.
ESLHA shall document the telephone number, the date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family’s file.

D. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.5 Alimony or Child Support Payments
Income from alimony or child support payments income information is not available through EIV shall be verified using the following methods in the order that each method is listed below:

A. UIV
The UIV sources of verification for alimony or child support income information are the payment history printout on the child support enforcement website for all cases where the child support enforcement agency is making payments to the family. The applicant or resident may need to provide the information to access the websites.

B. Third Party Written Verification
If alimony or child support income information is unavailable through UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify income information. The acceptable documents include computer print outs of payment history, copies of court orders or cancelled checks. If the family claims that they are not receiving regular payment and the family is not under the jurisdiction of the child support enforcement agency, the family must provide a written statement from the attorney or other collection entity that the family has made independent efforts to collect child support payments.

C. Written Third Party Verification Form
If alimony or child support income information is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the benefit. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit, any sanctions imposed on the family and the name and telephone number of the person completing the form.

D. Oral Verification
If alimony or child support income information is unavailable through third party written verification or the third party written verification form, ESLHA shall use oral verification. ESLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

E. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.6 Pensions
Income from pensions shall be verified using the following methods in the order that each method is listed below:
A. EIV
Pension income information is not available through EIV.

B. UIV
The UIV source of verification for pension income is a website from the pension provider that contains payment history information. The applicant or resident must provide access to the website.

C. Third Party Written Verification
If pension income information is unavailable through UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify the information. The acceptable documents include award letters, computer print outs of payment history, bank statements, account statements, check stubs or other documents generated from the pension provider that state the amount of the pension payment.

D. Written Third Party Verification Form
If pension income information is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the income. The verification form will request the date the payments began, the amount of the payment, anticipated changes in the payments and the name and telephone number of the person completing the form.

F. Oral Verification
If pension income information is unavailable through third party written verification or the third party written verification form, ESLHA shall use oral verification. ESLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

G. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.7 Net Income from a Business
Net income from a business shall be verified using the following methods in the order that each method is listed below:

A. EIV/UIV
Business income information is not available through EIV or UIV

B. Third Party Written Verification
In order to verify the net income from a business, ESLHA will rely primarily on IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. The acceptable documents include IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income) (Note: If accelerated depreciation was used on the tax return or financial statement, an accountant’s calculation of depreciation expense computed using straight-line depreciation rules.) and audited or un-audited financial statement(s) of the business. Other documents that may be used to verify net business income are manifests, appointment books, ledgers, bank statements and receipts. These documents will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these
documents in the future if they are not available. Credit reports and loan applications may also be used to verify the income.

C. Written Third-Party Verification Form
There is no written third-party verification form source for business income information.

D. Oral Verification
If business income information is unavailable through third party written verification, ESLHA shall use oral verification. ESLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

E. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.8 Recurring Gifts
Recurring gifts shall be verified using the following methods in the order that each method is listed below:

A. EIV/UIV Recurring gifts income information is not available through EIV or UIV or Written Third Party Verification.

B. Third Party Written Verification
ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify the information. The acceptable document is a letter from the gift donator that states who is providing the gifts, the value of the gifts and the regularity (dates) of the gifts.

C. Oral Verification
If recurring gift income information is unavailable through third party written verification, ESLHA shall use oral verification. ESLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

D. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

12.9 Income from Assets
ESLHA may use the streamlining processes as allowed by HUD whenever possible. If the net assets equal to or less than $5,000, the ESLHA may accept, for the purposes of recertification of income, a family’s declaration that it has net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family’s income. The ESLHA must obtain third-party verification of all family assets every 3 years.
A. Savings Account Interest Income and Dividends
Income from savings account interest and dividends shall be verified using the following methods in the order that each method is listed below:

1. EIV
Savings account interest and dividends income information is not available through EIV.

2. UIV
The UIV source of verification for savings account interest and dividends income is a website from the financial institution for the account that contains payment history information. The applicant or resident must provide access to the website.

3. Third Party Written Verification
If savings account interest and dividends income information is unavailable through UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify the information. The acceptable documents include account statements, passbooks, certificates of deposit, broker's statements showing value of stocks or bonds and the earnings credited to the family or IRS Form 1099 from the financial institution.

4. Written Third Party Verification Form
If savings account interest and dividends income information is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the income. The verification form will request the amount of the earnings in the last 12 months, anticipated changes in the amount of earnings and the name and telephone number of the person the form.

5. Oral Verification
If asset income information is unavailable through third party written verification, or third party written verification form ESLHA shall use oral verification. ESLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

6. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

B. Interest Income from Mortgages or Similar Arrangements
Interest income from mortgages or similar arrangements shall be verified using the following methods in the order that each method is listed below:

1. EIV
Interest income from mortgages or similar arrangements information is not available through EIV.

2. UIV
The UIV source of verification for interest income from mortgages or similar arrangements is a website from the financial intuition for the account that contains payment history information. The applicant or resident must provide access to the website.

3. Third Party Written Verification
If interest income from mortgages or similar arrangements is unavailable through UIV, ESLHA shall use third party written verification in the form of third-party documents provided by the family to
verify the information. Acceptable documents include a letter from an accountant, attorney, real estate broker, the buyer or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown or an amortization schedule showing interest for the 12 months is provided).

4. Written Third Party Verification Form
If interest income from mortgages or similar arrangements information is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the income. The verification form will request the amount of the earnings in the last 12 months, anticipated changes in the amount of earnings and the name and telephone number of the person completing the form.

5. Oral Verification
If interest income from mortgages or similar arrangements information is unavailable through third party written verification or third party written verification form ESLHA shall use oral verification. ESLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

6. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file with the reason third party verification was not available.

C. Net Rental Income from Property Owned by Family
Net rental income shall be verified using the following methods in the order that each method is listed below:

1. EIV
Net rental income is not available through EIV.

2. UIV
There is no UIV source of verification for net rental income.

3. Third-Party Written Verification
ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify the net rental income information. The acceptable documents include IRS Form 1040 with Schedule E (Rental Income), copies of latest rent receipts, leases, or other documentation of rent amounts, documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense and lessee’s written statement verifying rent payments to the family.

4. Written Third Party Verification Form
The third party written verification form method of verification is not available for the verification of net rental income.

5. Oral Verification
The oral verification form method of verification is not available for the verification of net rental income.
6. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

D. Valuing Family Assets
To determine the current cash value of the family’s assets (the net amount the family would receive if the asset were converted to cash), ESLHA will use the following methods in the order that each method is listed below:

1. EIV
Information relating to the value of family assets is not available through EIV.

2. UIV
There is no UIV source of verification for valuing family assets.

3. Third Party Written Verification
ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify the value of family assets. The acceptable documents include letters, or documents from a financial institution or broker, passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker. Acceptable documents also include quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate or real estate tax statements if the approximate current market value can be deduced from assessment. In addition, acceptable documents are financial statements for business assets, copies of closing documents showing the selling price and the distribution of the sales proceeds or appraisals of personal property held as an investment.

4. Written Third Party Verification Form
If information on the value of family assets is unavailable through third party written verification, ESLHA shall use the third party written verification form to verify the value. The verification form will request the value of the asset, anticipated changes in the value of the asset and the name and telephone number of the person completing the form.

5. Oral Verification
If information on the value of family assets is unavailable through third party written verification or the third party written verification form, ESLHA shall use oral verification. ESLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family’s file.

6. Self-Certification
If none of the other verification techniques are successful in obtaining the necessary information, ESLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used ESLHA must document in the family’s file the reason third party verification was not available.

E. Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification
ESLHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: all assets disposed of for less than FMV,
the date they were disposed of, the amount the family received, and the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

F. Zero Income Status

ESLHA will check UIV sources and/or request information from third party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by families claiming to have zero annual income.
Chapter 13 Adjustments to Annual Income

13.1 Overview
This chapter defines how ESLHA will determine adjustments to annual income to ensure that families receive accurate allowable expenses and deductions from annual income. ESLHA must verify all adjustments to annual income. See Chapters 7 and 14 for verification requirements.

13.2 Dependent Deduction
ESLHA will deduct $480 from the annual income for each dependent member of the family (other than head of household, spouse, life partner, or co-head) who is (1) seventeen (17) years of age or younger or (2) who is eighteen (18) years of age or older and is a verified full-time student and/or is disabled or handicapped person. Foster children, foster adults and live-in aides are never dependents.

13.3 Elderly or Disabled Family Deduction
ESLHA will deduct $400 from the annual income for families whose head, spouse, life partner, co-head or sole member is either 62 years of age or older (Elderly Family) or disabled (Disabled Family). A disabled family is a family whose head, spouse, life partner, co-head or sole member is a person with disabilities. The Elderly or Disabled family is eligible for only one $400 per family. An Elderly or Disabled Family may include one or more such person living together.

13.4 Medical Expenses Deduction
ESLHA will deduct unreimbursed medical expenses from the annual income to the extent that, in combination with any disability assistance expenses, exceeds three percent (3%) of the total annual family income. This deduction is granted only to elderly or disabled families. The medical expense deduction is only for families in which the head, spouse, life partner or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are included in the determination of the amount of the deduction. Expenses used to compute the deduction cannot be compensated for or be covered by insurance.

A. Definition of Medical Expenses
Medical expenses mean expenses of medical needs, including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. ESLHA will use the guidance in IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

Some of the allowable medical expenses include the following:

- Services of medical professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.)
- Surgery and medical procedures that are necessary, legal, non-cosmetic
- Services of medical facilities
- Hospitalization, long-term care, and in-home nursing services
- Prescription medicines and insulin, but not non-prescription medicines even if recommended by a doctor
- Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)
- Substance abuse treatment programs
- Psychiatric treatment
- Ambulance services and some costs of transportation related to medical expenses
- The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
- Cost and continuing care of necessary service animals
- Medical insurance premiums including Medicare and the insurance deductible or the cost of a health maintenance organization (HMO)

13.5 Disability Assistance Expenses Deduction

ESLHA will deduct reasonable expenses for attendant care and auxiliary apparatus for a disabled family member if the reasonable expenses: are necessary to enable a family member 18 years or older to work, are not paid to a family member or reimbursed by an outside source, in combination with any medical expenses, exceed three percent (3%) of annual income, and do not exceed the earned income received by the family member who is enabled to work.

A. Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work. The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, ESLHA will consider factors such as the work schedule of the relevant family members related to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities and any special needs of the person with disabilities that might determine which family members are enabled to work.

The disability expense deduction cannot exceed the amount of earned income received by family members who are 18 years of age or older and who are able to work because of the expense. The earned income used for this purpose is the amount verified before any Earned Income Disallowances (EID) or income exclusions are applied.

B. Eligible Disability Expenses

1. Eligible Auxiliary Apparatus

Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work. Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming and other continuing costs of care, will be included.

2. Eligible Attendant Care

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, and in-home or center-based care services, interpreters for persons with hearing impairments and readers for persons with visual disabilities. Attendant care expenses will be included for the period that the person enabled to work is employed, plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services
necessary to enable the person with disabilities to work are eligible. If the care attendant also provides other services to the family, ESLHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

No disability assistance expenses may be deducted for payments to a member of an assisted family. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Care attendants are not live-in aides, since they have their own place of residence (and if requested by ESLHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

C. Necessary and Reasonable Expenses
Disability expenses must be necessary and reasonable. The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source. ESLHA will determine the reasonableness of the expenses based on typical costs of care or apparatus in the area. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED)

13.6 Families That Qualify for Both Medical and Disability Assistance Expenses
When expenses anticipated by a family could be defined as either medical or disability assistance expenses, ESLHA will consider the expenses as medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

13.7 Childcare Expense Deduction
ESLHA will deduct reasonable expenses for childcare for the amount 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. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. Child support payments made to another on behalf of a minor who is not living in an assisted family’s household are not considered eligible childcare expenses. However, childcare expenses for foster children that are living in the assisted family’s household are included when determining the family’s childcare expenses.

A. Qualifying for the Deduction

1. Determining Who Is Enabled to Pursue an Eligible Activity for Childcare Expense
The family must identify the household member(s) enabled to pursue an eligible activity such as to work, seek employment, or to further the member’s education. Deductible expenses for childcare to enable a person to work shall not exceed the amount of income received from such work. In evaluating the family’s request, ESLHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity. ESLHA shall consider: 1)
The amount of employment income included in ESLHA’s computation of Annual Income; 2) The reasonableness of an amount of the expense is incurred to permit education and/or to actively seek employment. ESLHA may use the average of rates obtained from three (3) local child care facilities and/or some type of market survey to determine the rates for childcare expense or a reasonable maximum child care expense, for comparable situations, within the local market.

ESLHA may not disallow a deduction for childcare expense because there is an unemployed adult family member that may be available to provide childcare. ESLHA may not decide who will provide childcare, nor may ESLHA decide the type of childcare available).

2. Seeking Work Claiming Childcare Expense
If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each re-examination. ESLHA will accept documentation of a family member receiving unemployment compensation as evidence that the family member is seeking employment. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the childcare expense allowed by ESLHA.

3. Furthering Education Claiming Childcare Expenses
If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program full- or part-time. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed. Only reasonable, unreimbursed expenses will be considered.

4. Gainfully Employed Claiming Childcare Expense
If the reasonable childcare expenses (annual expense) that are anticipated during the year for care of children under 13 years of age during the period for which annual income is computed, that enable a household member to work. Deductible expenses for childcare to enable a person to work shall not exceed the amount of income received from such work. Childcare cannot be paid to another member of the household. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED)

If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.
Chapter 14 Verifying Adjustments to Annual Income

Overview
This chapter explains the detailed verification requirements for adjustments to annual income.

14.1 Dependent Deductions
Dependent deductions require ESLHA to verify the following:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, life partner, or co-head of the family and is not a foster child.
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student.

A. Verifying Age and Family Relationship
ESLHA shall verify age and family relationship using the verification method outlined in Chapter 9.

B. Verifying Full-Time Student Status
Full-time student status must be verified during each re-examination. ESLHA will use documents provided by the resident unless unavailable. Acceptable documents include, but not limited to, official letter from the school verifying registered, schedule, transcript, acceptance letter, or other documents generated by the school to verify the student’s status.

If the acceptable documents are unavailable, ESLHA will submit a verification form directly to the school requesting information to demonstrate that the student is currently enrolled as a full-time student. Also, the form will require the person to certify the document by providing their contact information.

14.2 Elderly/Disabled Family Deduction
Elderly/disabled family deduction require ESLHA to verify that the head, spouse, life partner, or co-head is 62 years of age or older or a person with disabilities. ESLHA shall verify age and disability status using the verification method outlined in Chapter 9.

14.3 Medical Expense Deduction
Medical expense deduction requires ESLHA to verify the following:

- The household is eligible for the deduction;
- The costs to be deducted are qualified medical expenses;
- The expenses are not paid for or reimbursed by any other source; and
- The amount of the expenses.

A. Qualified Expenses
Medical expense deduction costs must qualify as medical expenses as outlined in Chapter 13.

C. Unreimbursed Expenses
Medical expense deduction requires ESLHA to verify the costs are not reimbursed by another source. ESLHA will require the family to certify that the medical expenses are not paid or reimbursed to the family from any source.

D. Amount of Expenses
To verify the amount of medical expenses, ESLHA will use the following methods in the order that each method is listed below:
• **EIV**
  EIV provides the Medicare insurance premium for some participants. If the information is available on EIV, the data will indicate if the participant or third party is paying the premium. If the participant is paying the premium, the amount will be included in the medical expense deduction calculation. All medical expense deduction information is not available in EIV; other eligible expenses must be verified using other methods.

• **Third Party Written Verification**
  ESLHA shall use third party written verification provided by the family as the preferred method to verify medical expenses. The acceptable documents include, but not limited to, invoices, receipts, spenddown documents, letters from insurance companies or agencies listing premiums or other documents generated by a third party listing unreimbursed expenses.

• **Written Third Party Verification Form**
  If medical expense information is unavailable through third party written verification, ESLHA shall use the third party written verification form to the health care provider to verify the expenses. The verification form will list the unreimbursed expenses and the provider will certify the expenses by providing their contact information.

• **14.4 Disability Assistance Expenses**
  Disability assistance expenses deduction require ESLHA to verify the following:
  - The family member for whom the expense is incurred is a person with disabilities;
  - The expense permits a family member, or members, to work;
  - The expense is not reimbursed from another source; and
  - The amount of the expense.

  **A. Family Member is a Person with Disabilities**
  Disability assistance expense deduction requires ESLHA to verify the costs for attendant care or auxiliary apparatus expense are associated with a person with disabilities. ESLHA shall verify disability status using the verification method outlined in Chapter 9.

  **B. Family Member(s) Permitted to Work**
  ESLHA will request the family to provide a document from a rehabilitation facility and/or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. If the family does not provide the document, ESLHA will send a third-party verification form to the knowledgeable medical professional to obtain the information. If third party verification has been attempted and is either unavailable or proves unsuccessful, ESLHA will attempt to obtain oral verification of the information. If ESLHA is unable to get the information from a third-party source, the family must certify that the disability assistance expense allows a family member(s), including the family member receiving the assistance to work.

  **C. Unreimbursed Expenses**
  Disability assistance expense deduction requires ESLHA to verify the costs are not be reimbursed by another source. ESLHA will require the family to certify that the medical expenses are not paid or reimbursed to the family from any other source.

  **D. Amount of Expenses**
  Disability assistance expense requires ESLHA to verify the amount of by one (1) of the following methods in the order that each method is listed below:
Third Party Written Verification
ESLHA shall use third party written verification in the form of third-party documents provided by the family to verify disability assistance expenses. The acceptable documents include, but not limited to, receipts, cancelled checks, invoices, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months or other documents generated by a third party listing unreimbursed expenses.

Written Third Party Verification Form
Disability assistance expenses requires ESLHA to verify by a third party written verification form to the rehabilitation agency or knowledgeable medical professional to verify the expenses. The verification form will list the unreimbursed expenses and the provider will certify the expenses by providing their contact information.

14.5 Child Care Expenses
Child care expense deduction require ESLHA to verify the following:
- The child is eligible for care;
- The claims cost are not reimbursed;
- The costs enable a family member to pursue an eligible activity;
- The costs are reasonable; and
- The amount of the expense.

A. Eligible Child
Childcare deduction costs must be incurred for the care of a child under the age of 13. ESLHA shall verify age using the verification method outlined in Chapter 9.

B. Unreimbursed Expense
Childcare deduction requires ESLHA to verify the costs are not be reimbursed by another source. The provider or family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any other source.

C. Pursuing an Eligible Activity

- **Seeking Work**
  ESLHA will use documentation from a State or local agency that monitors work-related requirements (e.g., welfare or unemployment).

- **Furthering Education**
  ESLHA will request third party documentation to verify that the person permitted to further his or her education by the child care are enrolled and provide information regarding class schedule. The documentation may be provided by the family.

- **Gainful Employment**
  ESLHA will use the third-party information collected as part of the income verification requirements outlined in Chapter 11.

D. Reasonableness of Expenses
ESLHA will verify the reasonableness of childcare costs by comparing the actual costs the family incurs to the State’s published reimbursement standards. If the family presents a justification for costs that exceed typical costs in the area, ESLHA will request additional documentation to support the increased cost.
E. Amount of Expenses
ESLHA will verify the amount of childcare expenses by a third party written verification provided by
the family as the preferred method to verify childcare expense. The acceptable documents include,
but not limited to, receipts, cancelled checks, invoices, computer or other documents generated by
a third party listing unreimbursed expenses.

If childcare expense information is unavailable through third party written verification, ESLHA shall
forward written verification to the childcare provider to verify the expenses and the provider will
certify the expenses by providing their contact information.
Chapter 15 Occupancy Standards

15.1 Overview
ESLHA occupancy standards ensures that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. These standards describe the process and factors that ESLHA applies to determine the size of the unit that the family qualifies for at the time of submission of the application.

15.2 Determining Unit Size
In selecting a family to occupy a particular unit, ESLHA will match characteristics of the family with the type of unit available (e.g., number of bedrooms). Units are assigned to applicants based on the number of persons to occupy a bedroom (not to exceed two people per bedroom). Other factors in determining occupancy are the following:

- Persons of the opposite sex (other than a spouse or life partner) will not be required to share a Bedroom;
- Persons of different generations are not required to share a bedroom;
- Two children of the opposite sex may be required to share a bedroom if both children are under the age of five;
- Two children of the same sex will be required to share a bedroom regardless of age;
- A child shall not be required to share a bedroom with a parent;
- Live-in aides will be provided a separate bedroom (no additional bedrooms will be provided for the live-in aide’s family);
- Single person families will be allocated a zero or one bedroom;
- Foster children;
- Space may be provided for children away at school but who live with family during school breaks;
- Space is not provided for a family member, other than a spouse or life partner, who will be absent most of the time (family member away in the military);
- A separate bedroom may be provided for an individual family member if documentation from a medical or professional indicates the physical or mental health concern that necessitates a separate bedroom.
ESLHA utilizes the following chart in determining the appropriate unit bedroom size for a family:

<table>
<thead>
<tr>
<th>BEDROOM SIZE</th>
<th>MINIMUM NUMBER OF PERSONS</th>
<th>NUMBER OF PERSONS</th>
<th>MAXIMUM NUMBER OF PERSONS</th>
<th>NUMBER OF PERSONS</th>
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<tr>
<td>0</td>
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<td>5</td>
<td>5</td>
<td>10</td>
<td></td>
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</tr>
</tbody>
</table>

15.3 Exception to Occupancy Standards
ESLHA will consider exceptions to the occupancy standards at the family’s request if it is determined that the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

The family must request any exception to the occupancy standards in writing (except for a request for a reasonable accommodation). The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a medical or knowledgeable professional. Requests based on medical equipment must be verified during re-examination. If the request is denied, ESLHA will provide written notification and rights to appeal the decision.

Examples of Exceptions:
- Larger bedroom size is needed for medical equipment due to the size and/function, or as a reasonable accommodation for a person with disabilities;
- To reduce vacancies, an applicant may be permitted to occupy a larger unit than the occupancy standard permits. However, the family must agree to move to suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer;
- Requests from applicants to be placed on the waiting list for a unit size smaller than designated by unit assignments will be approved as long as the unit is not overcrowded based on occupancy standards or local code, and the family agrees to not request a transfer for a period of two (2) consecutive years from the date of admission, unless they have a subsequent change in family size or composition.

When a resident composition changes due to the addition of foster child that causes the unit to be overcrowded, the resident must seek written permission from ESLHA to remain in the unit or be immediately transferred to prevent violation of the occupancy standards and/or local code.
Chapter 16 Unit Offers (24 CFR 1.4(b)(2)(ii); 24 CFR 960.208)

Overview
ESLHA will assign eligible applicants and residents to units in accordance with this policy that is consistent with civil rights and non-discrimination requirements. This section describes the policies related to how units are occupied and the number of units offered to applicants selected from the waiting list.

16.1 Unit Offers
A. Determining Vacancies and Applicants
ESLHA should anticipate the number of vacancies, by unit size, at each development and determine the number of additional eligible applicants the development needs to fill anticipated vacancies. ESLHA determines the number of applicants to be selected from the waiting list to fill the anticipated vacancies by determining the percentage of applicants who completed the eligibility interview and the percentage of applicants who complete the eligibility requirements for public housing. Once an applicant is housed their name is removed from all waiting lists.

B. Order of Unit Offers
ESLHA shall select a group of applicants from the waiting list which contains a sufficient number of the applicants pool it has determined are necessary to fill the anticipated vacancies in accordance with the applicant selection policies outlined in Chapter 6. Unit offers shall be made by unit size, to the applicants based on the time of satisfying eligibility requirements. ESLHA will select a sufficient number of applicants to fill the vacant unit(s) and if more than one family responds to the offer, the first family that accepts the unit, executes the lease and makes the necessary rental payments and deposits will be housed in the unit. If another family responds with the necessary rental payments and deposits, they will not lose their position on the waiting list, but be offered other eligible qualifying units. If a family fails to respond, they will be removed from the waiting list, in accordance with the policies. Units at developments that are designated elderly will only be offered to applicants that qualify for those developments.

C. Number of Offers
ESLHA will offer two (2) suitable vacant units from the development’s vacancy list to the next eligible pool of applicants. ESLHA will select a sufficient number of applicants to offer the available unit(s) to fill vacancies quickly to maintain occupancy levels required by HUD’s PHAS scoring system. Applicants will receive written notification of a unit offer and must respond within five (5) days from the date of the written offer by accepting or refusing the offer.

If an applicant does not respond to the unit offer within five (5) days from the date of the offer, the application will be withdrawn and the applicant will be removed from all waiting lists and will be required to re-apply.

16.2 Accessible Unit Offers
Upon request by a qualified family, the family will be offered an accessible unit when available. Due to the limited number of accessible units, ESLHA will offer vacant accessible units with features for person with disabilities as follows in order by the method listed below:

(1) Current occupant of another unit of the same development without accessible features who requires the accessible features of the vacant accessible unit;
(2) Offered to a resident with disabilities residing in another development who has a disability that requires the special features of the vacant accessible unit;
(3) Eligible qualified applicant with disabilities on the waiting list who requested an accessible unit;

(4) Applicant on the waiting list who did not request the accessible features unit. However, ESLHA may require the applicant to execute a lease that requires the resident to relocate, at the ESLHA’s expense, to a non-accessible unit within thirty (30) days of notice by ESLHA that there is an eligible applicant or existing resident with disabilities who requires an accessibility features unit. See 24 CFR 8.27 ESLHA may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In accordance with HUD’s recommendation, before occupying an accessibility features unit with a family that do not meet the requirements, ESLHA will select a disabled family qualifying for the unit, regardless of the family composition size so long as the resident agrees to move to an appropriate accessible unit once available.

**Good Cause Exceptions:**
Applicants may refuse to accept an offered unit for good cause. Good cause includes, but not limited to:

- Resident’s willingness to move but inability to move at the time of the offer; or applicant or resident provide documentation to support that moving would cause an undue hardship not related to considerations of the race, color, national origin of the family.

- The family provides documentation that accepting the offer will place a family member’s life, health or safety in danger or imminent harm. The family must provide specific and compelling documentation such as restraining orders/court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with Chapter 4.

- A health professional certifies unable to accept due to temporary hospitalization or recovery from illness of a principal household member or other household members or live-in aide necessary for the care of the principal household member.

- The unit is inappropriate for the applicant’s disabilities or the family does not require an accessible features unit and does not want to be subject to a 30-day notice to move.

Refusals must be specific to the family and location alone does not qualify as a good cause exemption. If the good cause exemption applies, the applicant will not be removed from the waiting list. The applicant will remain at the top of the waiting list until the family receives another offer to accept a unit.

**16.4 Unit Refusal without Good Cause**
When an applicant rejects two (2) unit offers without good cause, ESLHA will remove the applicant’s name from the waiting list. The applicant may re-apply for assistance if the waiting list is open. If the waiting list is closed, the applicant may only re-apply when the waiting list is open.
Chapter 17 Inspections (24 CFR 5.705, 24 CFR 966.4 (l) and CFR 966.4 (h))

Overview
ESLHA conducts several inspections: an annual physical conditions inspection, move-in inspection prior to family occupying the unit, a move-out inspection to determine the condition of the unit when the family vacates; and any other inspection that ESLHA deems warranted and appropriate for the life, health and safety of the residents. This section covers the policies governing inspections, entry unit notification requirements, and the resolution of the inspections.

17.1 Types of Inspections
A. Move-In Inspection
The lease requires, prior to a family occupying the unit, a move-in inspection be conducted in the interior and exterior, including all appliances in the unit. Any adult family member may attend the inspection and sign the inspection form for the head of household. Any deficiencies noted on the inspection form will be corrected by ESLHA at no charge to resident. A signed copy of the inspection results will be provided to the resident and placed in the resident’s file.

B. Annual Inspection
ESLHA must inspect all occupied units annually using HUD’s Uniform Physical Condition Standards (UPCS). This inspection ensures that the units are maintained in a manner that meets the physical condition standards.

C. Real Estate Assessment Center (REAC) Inspection
HUD, through third party inspectors, will inspect a random selection of occupied units using UPCS to ensure that the units, systems, and buildings meet physical condition standards.

D. Move-Out Inspection
ESLHA will inspect units at the time the family vacates the unit and the resident may participate in the inspection, unless the family vacates without notice to ESLHA. ESLHA will provide the resident a notification of any assessed charges within 30 business days of conducting the move-out inspection. The assessed charges will be deducted from the security deposit and any excess charges will be assessed to the resident.

E. Special Inspections:
ESLHA staff may conduct a special inspection for any of the following reasons:
- Housekeeping;
- Suspected lease violation;
- Preventive maintenance; or
- Routine maintenance.

17.2 Inspection Notice
A. General Inspection Notices
Prior to entry, ESLHA will provide written notification to the resident at least 48 hours for any non-emergency inspection. Entry for repairs requested by the family will not require prior notice because permission to entry into the unit is presumed.

B. Emergency Entry
ESLHA may enter the unit at any time, without advance notice, when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an
emergency entry, ESLHA will leave a written statement showing the date, time and purpose for the entry.

17.3 Inspections Schedule
Inspections will be conducted during normal business hours. If a family needs to re-schedule an inspection, they must notify ESLHA at least 24 hours prior to the scheduled inspection. ESLHA will re-schedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. ESLHA may request verification of such cause.

17.4 Attendance at Inspections
Except during move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection. If no one is at home, the inspector will enter the unit, conduct the inspection and a copy of the inspection will be placed in the resident file.

17.5 Inspection Results
A. Resident-Caused Damage(s)
Damage(s) to the unit beyond wear and tear will be billed to the resident in accordance with the resident charge list. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious violation of the lease and may result in lease termination proceedings.

B. Emergency Repairs (24 CFR 966.4(h))
If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify ESLHA of the damage, and ESLHA will make repairs within a reasonable time frame. If the damage was caused by a household member or guest, ESLHA will charge the family for the reasonable cost of repairs. ESLHA may proceed to lease termination proceedings.

If ESLHA is unable to make repairs timely, ESLHA may offer the family standard alternative accommodations. If ESLHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent may be abated in proportion to the seriousness of the damage and loss in value of the unit. Rent will not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the unit are hazardous to life, health or safety, ESLHA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that places the unit in imminent danger or presents imminent injury;
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling;
- Natural gas leaks;
- Any electrical problem or condition that could result in shock or fire;
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;
- Absence of a working air conditioner which is installed by ESLHA when the outside temperature is above 80 degrees Fahrenheit;
- Obstacles that prevent safe access to the unit;
- No functioning toilet in the unit; or
- Inoperable smoke detectors/carbon monoxide detectors.

C. Housekeeping
Any of the following housekeeping habit will result in lease violation notice and subject to lease termination proceedings.:
• Create a non-emergency health or safety risk;
• Insect or rodent infestation; or
• Cause damage to the unit in violation of the lease.

The resident may have up to 5 days to abate the housekeeping issue. A re-inspection will occur within 5 days to confirm that the resident has abated the concern. Failure to abate the concern or allow for a re-inspection is considered a violation of the lease and may result in lease termination proceedings.

17.6 Intentionally Misuse of Smoke /Carbon Monoxide Detectors

Notices of lease violation will also be issued to residents who purposely disengage or misuse the smoke and/or carbon monoxide detector. Misuse includes: disabling and/or removing the smoke/carbon monoxide detector; failing to properly maintain the detector, removal batteries and for failure to replace; failing to report a malfunctioning detector; unplugging a detector (inside its mounting box); or allowing it to be disengaged. The first incidence will result in a fine of $50.00; any additional incidents will result in a $100 fine and/or subject to lease termination proceedings. A total of two incidents is considered a serious lease violation and may result in eviction.
Chapter 18 Rent Determination (24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C)

18.1 Income-Based Rent
Income-based rent is determined by each family’s total tenant payment (TTP). If the family is occupying a unit that has resident-paid utilities, the utility allowance is subtracted from the TTP. The sum is the resident’s responsibility to pay as the rental amount. If the TTP is less than the utility allowance, the sum will be reimbursed to the family.

A. TTP Formula
The TTP for a resident is the highest of the following amounts listed below and rounded to the nearest dollar:

- 30% of the family’s monthly adjusted income;
- % of the family’s monthly gross income; or
- Minimum rent of $50.00.

ESLHA may suspend and exempt families from minimum rent when a financial hardship exists as defined in Chapter 18.

B. Utility Allowances
Utility allowances are provided to residents who rent is determined by the income of the family and utilities are not included in the rent. When determining a family’s income, ESLHA must use the utility allowance applicable to the type of unit leased by the family. (See Chapter 4 for further discussion.)

If requested by the resident, ESLHA must approve a utility allowance that is higher than the applicable amount for the unit if a higher utility allowance is appropriate as a reasonable accommodation to make the program accessible and usable by the family with a disability. Residents with disabilities may not be charged for the use of certain resident supplied appliances if a verified need for special equipment exist due to the disability.

C. Utility Reimbursement
Utility reimbursement occur when any applicable utility allowance for tenant-paid utilities exceeds the TTP. ESLHA will pay the reimbursement to the resident. ESLHA may make the utility reimbursement payments quarterly per calendar year. In the event a family vacates the unit prior a quarterly reimbursement, ESLHA must reimburse the family for a prorated share of the applicable reimbursement. ESLHA will provide payments upon a documented hardship beyond the control of the family. At any time, ESLHA may make the utility payments directly to the family or to the utility company. If ESLHA makes the payment directly to the utility company, ESLHA will notify the family of the amount of utility reimbursement paid to the utility supplier.

18.2 Flat Rent and Family Choice of Rent (24 CFR 960.253)
A. Flat Rents (24 CFR 960.253(b))
The flat rent promotes self-sufficiency for continued residency by families who are attempting to become financially independent. No utility allowance or reimbursement with flat rents are provided to the resident. The rental payment amount provided to the resident is paid in full by the resident. Changes in family income, expenses or composition will not affect the flat rent amount because the income-based formula is not applicable. (See Chapter 4 and 20 for further discussion).
B. Resident Choice of Rent (24 CFR 960.253(a) and (e))
During the admission and annual re-examination process, ESLHA will offer the family the choice of paying a flat or income-based rent.

The resident must submit a written decision of selecting flat or income-based rent and stored in the resident’s file. Residents will be provided information on ESLHA’s policy to switch from flat to income-based rent due to financial hardship and the anticipated rental amount.

C. Switching from Flat Rent to Income-Based Rent Due to Hardship
A resident may switch from flat to income-based rent if unable to pay the flat rent due to financial hardship. Upon determination by ESLHA that a financial hardship exists, ESLHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the residents request. ESLHA considers flat rent to be a financial hardship whenever income-based rent would be lower than the flat rent amount.

D. Change in Flat Rent
Flat rent changes will not impact residents unless determined to be adjusted during the annual re-examination. During re-examination, the resident will be given the choice of selecting income-based rent or remaining on flat rent at the current rate.

E. Flat Rents and Earned Income Disallowance (EID)
Because the EID is a function of income-based rents, a family currently paying flat rent does not qualify for the EID (even if a family member experiences an event that would qualify the family for the EID). If the family later selects to pay income-based rent, they would only qualify for the EID as of the new qualifying event.

F. Flat Rents and Mixed Families:
Mixed families electing to pay flat rent must complete a form to determine if the flat rent is greater than the prorated income-based rent. When mixed families TTP is greater than the flat rent, ESLHA must use the TTP. ESLHA subtracts from the mixed family TTP any established utility allowance and the sum becomes the mixed family rent.

18.3 Financial Hardships Affecting Minimum Rent
Overview
ESLHA will grant an exemption from the minimum rent if a family is unable to pay the minimum rent amount due to financial hardship. The financial hardship exemption applies only to families required to pay the minimum rental amount. If the family TTP is higher than the minimum rent amount, the family is ineligible for a hardship exemption.

A. Minimum Rent Hardship Exemption
ESLHA shall immediately grant an exemption from the minimum monthly rent amount when the resident makes a written request of inability to pay due to financial hardship. The request must explain the nature of the hardship and how the hardship has impacted the family’s ability to pay the minimum rent amount. When a family requests a financial hardship exemption, ESLHA will suspend the minimum rent requirement beginning the first of the month following the family’s request. When the minimum rent is suspended, the family’s share reverts to the highest remaining components of the calculated TTP.

(1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family member who is an alien lawfully
admitted for permanent residence under the Immigration and Nationalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. A hardship exists only if the loss of eligibility has an impact on the family’s ability to pay the minimum rent amount. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following implementation of assistance or the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based on the following allowable hardship circumstances:

(2) The family would be evicted due to inability to pay the minimum rent amount. The potential eviction must be related to the family’s failure to pay the rent to ESLHA or resident-paid utilities.

(3) The income of the family has decreased because of changed circumstance. (e.g. loss of employment)

(4) A death in the family that impacts the family circumstances. The family must explain how the death created a financial hardship. (e.g., funeral-related expenses or the loss of the family member’s income)

(5) The family has experienced other circumstances which may be approved by ESLHA.

B. Implementation of Hardship Exemption

No Financial Hardship
If ESLHA determines there is no financial hardship, ESLHA will reinstate the minimum rent and require the family to repay the amounts suspended. ESLHA will require the family to repay the suspended amount within 30 calendar days of ESLHA’s notice that a hardship exemption is denied.

Temporary Hardship
If ESLHA determines that a qualifying financial hardship is temporary, ESLHA will suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption. At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay ESLHA the amounts suspended. ESLHA may enter into a repayment agreement in accordance with the policies found in Chapter 4.

Long-Term Hardship
If ESLHA determines that the financial hardship is long-term, ESLHA will exempt the family from the minimum rent requirement so long as the hardship remains. The exemption will apply from the first of the month following the family’s request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent amount.

Hardship Ends
The hardship period ends when any of the following circumstances apply:

(1) At an interim or annual re-examination, the family’s calculated TTP is greater than the minimum rent.

(2) Hardship conditions based on loss of income will continue to apply until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives $60/month child support payment, the hardship will continue to exist until the family receives at least $60/month in income from another source or continue to receive the child support.
(3) Hardship conditions based upon expenses, the minimum rent exemption will continue to apply until the cumulative amount exempted is equal to the expense incurred.

18.4 Prorated Rent for Mixed Families (24 CFR 5.520)

ESLHA must prorate the assistance provided to a mixed family. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. ESLHA must determine the TTP as if all family members were eligible and then prorate the rent based upon the number of family members that are actually eligible.

ESLHA must prorate the family’s assistance as follows:

Step 1. Determine the TTP in accordance with Chapter 5. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

Step 2. Subtract the TTP from the PHA-established flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible (family maximum subsidy).

Step 3. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy for each family member who has citizenship or eligible immigration status (eligible family member). The subsidy per eligible family member is the member maximum subsidy.

Step 4. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (eligible family members).

The conclusion of steps 1 through 4 determines the amount of subsidy for which the family is eligible (eligible subsidy). The family’s rent is the ESLHA established flat rent minus the amount of the eligible subsidy.
Chapter 19 Leasing (24 CFR 5, Subpart G; 24 CFR 966, Subpart A)

Overview
An eligible family occupies a public housing unit under the terms of the lease. The term of the lease is for a period of 12 months. The lease is renewed automatically for another 12-month term, except that ESLHA may not renew the lease if the family has violated the community service requirements. (See Chapter 24.)

19.1 Lease Orientation
After unit acceptance but prior to occupancy, ESLHA will provide a lease orientation to the family. The head of household and all adult family members are required to attend.

A. Orientation Agenda
When families attend the lease orientation, they are provided the following:

- Dwelling lease and all Addendum(s)
- Grievance Procedure
- House rules for the development
- Protect Your Family from Lead in Your Home Pamphlet
- Is Fraud Worth It (HUD-1141-OIG Form)
- What You Should Know about EIV (guide to the Enterprise Income)
- Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19
- Debts Owed To Public Housing Agencies And Terminations (HUD-52675 From)
- Violence Against Women Act (VAWA) to victims of domestic violence, dating violence, sexual assault or stalking (see Section 22.4)
- Resident Charge List
- Supplement to Application for Federally Assisted Housing (HUD 92006 Form)
- Pet Policy
- No Smoking Policy
- Firearms and Weapon Policy

Topics to be discussed with families will include:

- Resident obligations/Rent Collection
- Applicable deposits and other charges
- Review and explain lease provisions
- Unit maintenance, work orders and maintenance charges
- Family Duty to Report certain issues and activity
- Community Service Requirements
- Family Choice of Rent
- VAWA Protections
- Fair Housing Complaint Process
- Non-Resident Ban and Bar Policy
- Community Service Requirements
19.2 Execution of Lease
An appointment will be scheduled for the parties to execute the lease. A lease is executed at the
time of admission for all new residents. A new lease may be executed by the family at the time of
transfer from one ESLHA development to another. The lease must be executed by the family and
ESLHA. The head of household, spouse, life partner or co-head, and all other adult members of
the household will be required to sign the public housing lease prior to admission. The head of
household will be provided a copy of the executed lease and ESLHA will retain a copy in the
resident’s file.

The lease must state the composition of the household as approved by ESLHA (family members
and any ESLHA-approved live-in aide). (See Chapter 20. Policies regarding changes in family
composition during the lease term).

19.3 Modifications to the Lease
The lease may be modified at any time by written agreement of the resident and ESLHA.

19.4 Security Deposits (24 CFR 966.4(b)(5))
Applicants must pay a security deposit to ESLHA at the time of admission.

<table>
<thead>
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<th>Category</th>
<th>Deposit Amount</th>
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<td>Elderly/Disabled Households</td>
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</tr>
<tr>
<td>Family/Mixed Population/Other</td>
<td>$200.00</td>
</tr>
<tr>
<td>Single Family Dwelling Units/Houses</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

The Security Deposit may not be used to pay rent or other charges while resident occupies the
unit. No refund of the Security Deposit will be made until the resident has vacated (including
surrender of keys), and the unit has been inspected by the ESLHA. Any amount of the Security
Deposit owed, less any charges, to the resident will be returned within 30 days after the move-out
inspection has occurred. The resident must provide a forwarding address to ESLHA. ESLHA will
provide a written statement of any deductions from the Security deposit to the resident by mail or
in person. The former resident has 30 days to dispute any charges in writing.

ESLHA will apply the Security Deposit in the following ways at the termination of the lease:

- To pay the cost of any rent, legal fees or any other charges owed by resident.
- To reimburse ESLHA for the cost of repairing any intentional or negligent damages to the
  unit caused by Resident, household members or guests.

If the resident transfers to another unit, ESLHA will transfer the security deposit to the new
development. However, the resident will be charged for any maintenance or other charges due of
the former unit.

19.5 Payments under the Lease

A. Rent Payments (24 CFR 966.4(b)(1))
The lease will specify the rental amount for the resident at the beginning of the lease term. The rent
is due and payable at ESLHA management office on the first day of each month. Rent will be
considered delinquent if not paid by the 8th day of each month. If the first falls on a weekend or
holiday, the rent is due and payable on the following first business day of the month. Rent is payable
by check or money order. Cash and third-party checks will not be accepted.
B. Late Fees and Nonpayment
A charge of $25 per month will be charged to any account in which rent or other charges have not been paid by the eight (8) calendar day of the month.

C. Maintenance and Damage Charges
ESLHA will charge the resident for maintenance repairs beyond normal wear and tear in accordance with the Resident Charge List. Other repairs will be charged based on the actual cost of labor and materials to make needed repairs (e.g. overtime pay). Residents will be billed for maintenance charges. Residents will be given 14 calendar days to make payment. **Residents must dispute charges within five (5) days from the date of the notice.** Non-payment of maintenance and damage charges is a violation of the lease and is subject to lease termination proceedings.

19.6 Income Verification after Move-in
ESLHA will perform an interim re-examination for new admissions within 120 days after the move-in information is submitted to PIC to confirm/validate the income information reported by the household.

ESLHA will resolve discrepancies in reported income with the family within 60 days of the EIV income report date.
Chapter 20 Re-examinations (18 CFR 960.257, 960.259, 966.4)

Overview

ESLHA re-examines each family’s income and composition annually and adjusts the family’s level of assistance accordingly. Interim re-examinations are required in certain situations. Annual and interim re-examination will be processed in a manner that ensures families are given reasonable notice of rent increases. Families will be informed annually of their choice to select either income or flat-based rent. For families who choose flat rents, ESLHA will conduct a re-examination of family composition annually and re-examination of family income at least once every three years. In addition to annual re-examination all public housing residents regardless of whether they are paying income-based or flat rents, must undergo an annual community service requirement compliance review. This chapter discusses both annual and interim re-examination, the re-calculation of family share and subsidy that may occur, the interim reporting requirements for families, and the standards for timely reporting.

20.1 Annual Re-examination

A. Scheduling Annual Re-examination
ESLHA will begin the annual re-examination process at least 120 days in advance of its scheduled effective date which coincides with the family’s lease execution date.

B. Notification of and Participation in the Annual Re-examination Process
All Household members age 18 years or older are required to participate in an annual re-examination interview. ESLHA will make special arrangements for residents who are unable to attend the interview in-person because of a family member’s disability and may arrange for a home visit to conduct a re-examination.

Notification of annual re-examination interviews will be sent by first-class mail or delivered to the resident and will contain the date, time and location of the interview. In addition, inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact ESLHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, ESLHA will send a second notification with a new interview appointment time. If the family fails to attend two scheduled interviews without ESLHA approval or the notice is returned by the post office with no forwarding address, the family will be subject to lease termination proceedings with the right to appeal the decision information.

C. Conducting Annual Re-examination
As part of the annual re-examination process, families are required to provide updated information to ESLHA regarding the family’s income, expenses and composition. Families must bring all required information to the re-examination appointment. The required information will include a re-examination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family’s income, expenses and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within five (5) days of the interview. If the family does not provide the required documents or information within the required time frame (including any extensions), the family will be subject to lease termination proceedings.
The information provided by the family must be verified in accordance with ESLHA policies. Unless the family reports a change or ESLHA has reason to believe a change has occurred in information previously reported by the family, some information that is verified during the admission process does not need to be re-verified on an annual basis. For example: legal identity, age, social security numbers, person’s disability status, and citizenship or immigration status.

Changes in family or household composition may make it appropriate to consider transferring the family to an appropriately sized unit to comply with occupancy standards.

D. Recalculating Rent
After collecting and verifying required information for an annual re-examination, ESLHA will re-calculate the rent and notify the family of any changes in writing.

E. Effective Dates
An increase in the rent that results from an annual re-examination will take effect on the family’s lease renewal date with the family being notified at least 30 days in advance.

- If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

- If ESLHA chooses to schedule an annual re-examination for completion prior to the family’s lease renewal date for administrative purposes, the effective date will be determined by ESLHA with a 30-day notice period.

If the family causes a delay in processing the annual re-examination, increased rent will be applied retroactively and/or the family may pay “Market Rate rent” for the scheduled effective date of the annual re-examination. Market Rate rent is determined by the local market which the development is located.

A decrease in the rent that results from an annual re-examination will take effect on the first day of the month following the reported change.

If the family causes a delay in processing the annual re-examination, decreases in the rent will be applied from the first day of the month following completion of the re-examination. Delays in re-examination processing are considered to be caused by the family if the family fails to provide information requested by ESLHA in a timely manner and this delay prevents ESLHA from completing the re-examination as scheduled.

20.2 Flat Rents
ESLHA offers all families the choice of paying income-based or flat rent annually. For families who choose flat rents, ESLHA will conduct a re-examination of family composition annually and will conduct a re-examination of family income every three years. ESLHA will review community service compliance annually.

A. Scheduling
Annual updates will be conducted every two years following the full re-examination. In scheduling the annual update, ESLHA will follow the same policies used for scheduling the annual re-examination of families paying income-based rent.
B. Annual Updates
The family will be required to attend an interview for an annual update. Notification of annual update will be sent by first-class mail or delivered to the resident and inform the family of the information and documentation that must be provided. The family will have five (5) days from the date of the notification letter to submit the required information and if the family is unable to obtain the information or documents within the required time frame, the family may request an extension. ESLHA will accept required documentation by mail, fax or in person.

If the family’s submission is incomplete or the family does not submit the information timely, the family will be sent a second written notice. The family will have five (5) days from the date of the second notice to provide the missing information or documentation.

If the family does not provide the required documents or information, within the specified time (including any extensions), the family may be subject to lease termination proceedings.

C. Change in Unit Size
Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. ESLHA may use the result of the annual update to require the family to move to an appropriate size unit. (See Chapter 21.)

D. Compliance with Community Service
For families with non-exempt individuals, ESLHA will determine compliance with community service requirements once every 12 months. (See Chapter 24.)

20.3 Interim Re-examination

Overview
Family circumstances may change throughout prior to the annual re-examination. ESLHA will conduct interim re-examination of income or family composition at the request of the family. When an interim re-examination is conducted, only those factors that have changed are verified and adjusted.

A. Changes in Family and Household Composition
Families must report all changes in household composition to ESLHA at the time of the occurrence. Family members may be added by marriage, birth, adoption and court-awarded custody or guardianship. Additions to family or household composition may also occur by establishment of life partner relationships or requirements to care for elderly or disabled family members, live-in aide, custodial care of children, foster children or foster adults. ESLHA will conduct interim re-examination to account for any changes in household composition that occur prior to the annual re-examination.

1. New Family Members Notification Requirement
The family must inform ESLHA of the marriage, declaration of life partnership, birth, adoption or court-awarded custody of a child within seven (7) days of the event. The family must provide information for ESLHA to verify age, legal identity, social security number, citizenship and marriage (if applicable). The family must inform ESLHA of the birth, adoption, or court-awarded custody of a child within 7 days of the event and/or once the documentation is provided by the representing agency approving the event that creates a change in the household composition.
2. New Family and Household Members Require ESLHA Approval
ESLHA approval is required to add a new family member or other household member, including life partner, live-in aide or foster child that is not specified in the previous section. ESLHA will not approve the addition of a new family or household member unless the individual meets ESLHA’s eligibility criteria and documentation requirements.

If ESLHA determines an individual eligible to be added to the family or household meets ESLHA’s eligibility criteria and documentation requirements, ESLHA will provide approval to the family. If ESLHA determines that an individual does not meet ESLHA’s eligibility criteria or documentation requirements, ESLHA will notify the family of its decision to deny approval of the new family or household member and the reasons for the denial.

3. New Household Members Change in Unit Size and Income
If a change in family size causes a violation of occupancy standards, ESLHA may require the family to move to an appropriately sized unit. ESLHA will not approve the addition of a foster child or foster adult if it will cause a violation of occupancy standards. If the approval of a new family member or live-in aide will cause overcrowding according to occupancy standards, the family must transfer to a larger unit. (See Chapter 21.)

When any new family member is added, family income must include any income of the new family member. ESLHA will conduct a re-examination to determine the additional income and make appropriate rent adjustments.

4. Departure of Household Member
If any household member ceases to reside within the unit for more than 7 days, the family must inform ESLHA within 7 days of the event.

5. Remaining Family Member(s)
Remaining family member(s) includes any adult. If the head of household is no longer residing in the unit and there is another family member on the lease that is age 18 or older, that family member may become head of household. If there is more than one adult age 18 or older, the family may choose which individual to designate as head of household. If the departure of the head of household reduces the unit size eligibility, the family may have to move to a new unit. A live-in aide is not considered a remaining family member.

If only minors remain in the unit, ESLHA will take the following actions:

If a responsible agency designates another adult is to be responsible for the care of child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is rendered. If the caretaker is awarded custody or legal guardianship, the unit will be transferred to the caretaker as long as the caretaker meets eligibility criteria.

During any period that a caretaker is not a family member, the income of the caretaker is not considered as annual income or qualify the family for any deductions from income.

20.4 Changes Affecting Income or Expenses
Interim re-examination can be scheduled either because ESLHA has reason to believe that changes in income or expenses may have occurred or because the family reports a change. When
a family reports a change, ESLHA may take different actions depending on whether the family reported the change voluntarily or involuntarily.

A. ESLHA-Initiated Interim Re-examination

ESLHA-initiated interim re-examination are those that are scheduled based on circumstances or criteria defined by ESLHA. ESLHA will conduct interim re-examination in each of the following instances:

- Families receiving the Earned Income Disallowance (EID), ESLHA will conduct an interim re-examination at the start and conclusion of the second 12-month exclusion period (50% ease-in period).
- Families reporting zero income, ESLHA will conduct an interim re-examination quarterly as long as the family continues to report no income.
- Time of the annual re-examination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal income), ESLHA will schedule an interim re-examination to coincide with the end of the period for which it is feasible to project income.
- Time of the annual re-examination, resident-provided documents were used on a provisional basis due to the lack of third-party verification, third party verification becomes available, ESLHA will conduct an interim re-examination.
- ESLHA may conduct an interim re-examination at any time to correct an error in a previous re-examination or to investigate a resident fraud complaint.

B. Family-Initiated Interim Re-examination

Required Reporting

Families are required to report all increases in income (e.g. new employment), within 7 days of the event.

ESLHA will only conduct interim re-examination for families that qualify for the EID when the EID family’s rent will change as a result of the increase. In all other cases, ESLHA will note the information in the resident file, but will not conduct an interim re-examination.

The family may request an interim re-examination any time the family experiences a change in circumstances. ESLHA must complete an interim re-examination, even if, the family reports a change that will result in a reduced family income.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with the agency requirements to participate in an economic self-sufficiency program, the family’s rent will not be reduced.

C. Processing the Interim Re-examination

1. Method of Reporting

The family may notify ESLHA of changes either orally or in writing. If the family provides oral notice, ESLHA may require the family to submit the changes in writing. Generally, the family will not be required to attend an interview for an interim re-examination. However, if ESLHA determines that an interview is warranted, the family may be required to attend. Based on the type of change reported, ESLHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within five (5) days of receiving a request from ESLHA. This time period may be extended for good cause with ESLHA approval. ESLHA will accept required documentation by mail, fax, or in person.
2. **Re-calculating Rent**

After collecting and verifying required information for an interim re-examination, ESLHA will re-calculate the rent and notify the family of any changes in writing.

3. **Effective Dates**

An increase in the rent that results from an interim re-examination will take effect on the family’s lease renewal date with the family being notified at least 30 days in advance.

- If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.
- If ESLHA chooses to schedule an interim re-examination for completion prior to the family’s lease renewal date for administrative purposes, the effective date will be determined by ESLHA with a 30-day notice period.
- A decrease in the rent that results from an interim re-examination will take effect on the first day of the month following the reported change.

If the family causes a delay in processing the interim re-examination, decreases in the rent will be applied from the first day of the month following completion of the re-examination. Delays in re-examination processing are considered to be caused by the family if the family fails to provide information requested by ESLHA in a timely manner and this delay prevents ESLHA from completing the re-examination.

4. **Changes in Utility Allowance**

Revised utility allowances will be applied to a family’s rent at the first annual re-examination after the allowance is adopted.

5. **Discrepancies**

During an annual or interim re-examination, ESLHA may discover that information previously reported by the family is incorrect or the family intentionally misrepresented information. In addition, ESLHA may discover errors made by ESLHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 3.
Chapter 21 Unit Transfers

General Considerations
ESLHA will approve transfers of families from one unit to another to assure consistency with occupancy standards. Families transferring to comply with ESLHA’s occupancy standards, transferring in accordance with the Special Transfer policy or transferring for relocation will not be required to be placed on a waiting list. These transfers are based on the policies in this chapter and on unit availability. Families approved for transfer under this section will be responsible for all moving costs, unless otherwise noted. Existing public housing families who have lived in public housing for at least one year and are in good standing can apply for a transfer to another site when that site-based waiting list is open.

21.1 Transfer of Under-Housed or Over-Housed Families

A. Transfers to Larger Units
Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, award of custody, reconciliation of separated spouses or life partners, return of a minor to legal custody of the household, or for approved medical or disability purposes. The overcrowded family becomes eligible to be placed on the transfer list on the date the transfer request is approved.

B. Transfers to Smaller Units
Transfers to smaller units are required at any time when a decrease in family composition renders the family no longer eligible for the unit size it occupies.

C. Application for Transfer
Families that are under or over-housed must complete an Application for Transfer form. The completed application is approved and signed by ESLHA and placed on the transfer waiting list. Applications for transfers will be approved if the family has paid all rent and other charges due and in compliance with the lease. The original transfer application is maintained in the family’s file. Families approved for transfers will be responsible for all moving costs.

D. Unit Offers for Over-Housed and Under-Housed Families
Families currently occupying a unit smaller than the actual family size will be placed on a transfer list. Transfer of over-housed families shall be at the discretion of ESLHA when it is determined to be in the best interest of the development. Failure to accept a transfer to a unit of appropriate size is a lease violation and may be subject to lease termination proceedings. Resident will be provided up to two (2) unit offers and have five (5) days to accept or reject the offers from the date of the offer letter.

Over-crowded families that do not exceed occupancy standards will be placed on a transfer list. When a unit of the appropriate bedroom size is available at the resident’s current development and/or another, the resident will be offered a unit.

Failure by the resident to accept a transfer to an apartment of the appropriate bedroom size is a lease violation and may be subject to lease termination proceedings.
Priority for placement of a transfer may be given to administrative transfers including over-housed residents transferring to smaller units or in instances when the Executive Director has determined that ESLHA’s obligations and interest require such a transfer.

Upon acceptance of a transfer, the resident has five (5) days from the date of acceptance to remove personal belongings from the former unit. A move-out inspection will occur and the resident will be billed for any charges. If keys to the former unit are not returned within five (5) days, the resident will be charged for the replacement of the locks. As a reasonable accommodation, residents with special needs may request an extension beyond five (5) days. Any damage to the former unit beyond reasonable wear and tear will be charged and shall be due and payable within fourteen days after ESLHA provides written notification of the charges.

21.2 Families May Not Use Transfer Process to Split
Members of a family living in a unit may not be separated into two units through a transfer application. Specific family members may apply for a separate unit using the application process. Members of the family will receive no preference on the standard waiting list preferences. The family may request a transfer to a larger unit while it awaits an opportunity for one or more of its members to receive a unit offer.

21.3 Suspension of Transfer Policy
ESLHA reserves the right to suspend the transfer policy because of its efforts to decrease vacancies. Transfer requests will then be treated on a case-by-case basis solely at the discretion of ESLHA.

21.4 Relocation of Residents
ESLHA may relocate residents to other units within a development or to another development. ESLHA will relocate residents for modernization of units or if it determines that the development threatens the health and safety of the residents or any other reason allowable under HUD regulations. All relocation will be performed in accordance with the Uniform Relocation Act. Unit assignments for relocation have priority over unit transfers and applicants from the waiting list.

21.5 Special Transfer Policy
A resident may request a transfer for the following reasons:
Victim of violent or hate crime or threats of violent or hate crimes;
Victim of domestic violence, dating violence, sexual assault; or
Medical reason or as a reasonable accommodation under the Americans With Disabilities Act.

All requests for transfer for these reasons must be accompanied by third party documentation. Examples of acceptable documentation are as follows:

Police reports of the crime, documentation from police or development security, or other public reports of crime or threats that the person is being threatened.

Victim of Domestic Violence, dating violence, sexual assault, and stalking – HUD 50066 Form, or other HUD approved certification form, third party documentation, a court record, documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, social worker, pastoral counselor or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse or a police report, restraining order, text messages, social media posts, emails. (See Section 6.)
Medical reasons or as a reasonable accommodation under the Americans With Disabilities Act – medical professional’s statement that transfer is requested based on a medical condition or disability.

21.6 Transfer Policy for Existing Residents

Existing public housing residents who have lived in public housing for at least two (2) years and are in good standing status may apply for transfer to another development.

Residents requesting a transfer for the same unit size must meet criteria for residents in good standing. Residents approved for transfer under this Transfer Policy will be responsible for all moving costs. If the resident meets all the requirements, they will be selected (in order) by local ranking preferences, date and time of the application.

21.7 Criteria for Residents in Good Standing Status

- At least two (2) year’s residency in low-rent public housing units owned by ESLHA;

- The resident has not paid rent late more than two times in the immediately preceding 12 months absent proven hardship. Note: For the purpose of determining good standing, rent is considered late if paid after the 8th calendar day of the month.

- No reasonable cause to believe allegations of criminal or drug-related activity, disturbance of peaceful and quiet enjoyment of premises documented in the file by household members and/or guest.

- The resident housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit that includes, but not limited to, foul odors, dirty and/or disarrayed surroundings.

- No previous misrepresentation of income documented in the resident’s file.

- No willful destruction of ESLHA property documented in resident’s file by household members and/or guests.
Chapter 22 Lease Terminations

22.1 Lease Terminations

ESLHA may proceed to lease termination proceedings for the family’s action or failure to act in accordance with the terms of the lease or for other good cause. The resident may terminate the lease at any time by giving appropriate notice as discussed below and in the Lease Agreement.

A. Termination by the Resident

The resident may terminate the lease at any time by providing ESLHA with a 30-day notice of intent to vacate. Resident notices to ESLHA must be in writing and delivered to ESLHA by prepaid first-class mail, by fax, or in person.

B. Termination by ESLHA

ESLHA may proceed to lease termination proceedings for serious or repeated violations of material terms of the lease. ESLHA must provide written notice of termination to the resident.

Mandatory Termination - ESLHA must proceed to terminate the lease in the following circumstances:

- Violent criminal activity or drug-related criminal activity on or off the premises, or any criminal activity that threatens the health, safety and welfare of residents or ESLHA Staff);

- Upon determination by ESLHA that a household member has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on ESLHA premises;

- Resident failure to timely submit required documentation concerning any family member’s citizenship or immigration status; or

- Failure to disclose social security numbers for each family member and the documentation to verify each social security number.

Serious Violations or Other Good Cause

Serious violations of the lease and other good cause for lease termination include, but are not limited to, the following:

- Failure to pay rent or other charges due, or repeated late payment of rent (which is defined as two (2) delinquent payments within the preceding twelve (12) months period);

- Disturbing the peaceful enjoyment of the premises by other residents or neighbors;

- Alcohol abuse that ESLHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- Failure to abide by necessary and reasonable rules made by ESLHA for the benefit and well being of the development and the residents;

- Misrepresentation of family income, assets or composition, or any other materially false statements or fraud by the family in connection with the program;
• Failure to supply information or documentation regarding family income or composition as required by the lease;

• Discovery after admission of facts that made the family ineligible;

• Discovery of material false statements or fraud by the family in connection with the application or assistance;

• Providing accommodation to guests in excess of 7 days without the advance written consent of ESLHA;

• Failure to comply with housekeeping standards and/or maintain the premises in a decent, safe and sanitary condition;

• Any fires and/or acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

• Failure to accept ESLHA’s offer of lease modification or revision; or

• Violation of any other lease provision or other good cause.

Under the lease, residents are held strictly responsible for the conduct of their visitors, guests, invitees or any persons under their control. This applies whether or not the resident had knowledge of the prohibited conduct by such persons.

C. Notice of Timing and Requirements
ESLHA shall give written notice of the lease termination:

• 3 Day: criminal activity or any activity that threatens the safety and welfare of other residents, ESLHA employees or persons of the premises, Health, or Safety concerns;

• 14 Day: outstanding rental payment

• 30 Day: material breach of the lease

The notice of lease termination shall state specific reasons for the termination. When ESLHA is required to offer the resident the opportunity for a grievance hearing, the notice shall also inform resident of the right to request such a hearing in accordance with ESLHA’s grievance procedure in Chapter 23. ESLHA notices to the resident must be in writing, delivered to resident or to any adult member of the household residing in the unit, or sent by prepaid certified first-class mail addressed to the resident. Unopened returned first-class mail or proof of mailing shall be sufficient evidence that notice was provided.

22.2 Death of Head-of-Household
When the head-of-household dies and there are no family members remaining in the household, the lease shall terminate automatically. If an adult remaining family member (such as a spouse, life partner or partner) remains in the household, the lease shall not terminate automatically, however the family will be required to sign a new lease agreement within 30 days to remove the deceased family member and designate a new head-of-household.
A. Other Remaining Minor Family Members
Where there is no adult remaining family member and there are minors still living in the unit, an otherwise eligible adult may become head of household. The new head of household must present proof of legal custody or guardianship of the minor children to ESLHA within a reasonable period of time and must meet the eligibility criteria.

22.3 Abandonment
Whenever rent is delinquent for at least 30 consecutive days and/or ESLHA reasonably believes that the family has abandoned the unit, ESLHA will notify the resident by posting on the door of the unit and by certified mail to the last known address that the unit appears to be abandoned.

When the rent has been delinquent for 30 consecutive days and ESLHA believes the unit is abandoned, ESLHA may declare the unit abandoned and remove/dispose of the possessions inside the unit. Unless, the resident contacts ESLHA within 10 days of the notice.

ESLHA is not liable to the resident for removal or disposition of possessions inside the unit.

22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking
A. Violence Against Women Act 2013 (VAWA)
VAWA provides specific protections against lease termination for victims of domestic violence, dating violence or stalking. Those protections are as follows:

- Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a household member or guest or other person under the resident’s control, shall not be cause for lease termination, so long as the resident or immediate family member of the resident is the victim.

- Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by any household member of such violence or as good cause for lease termination.

B. Limits on VAWA Protections
VAWA prohibits ESLHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a lease termination against a resident who is the victim of the abuse. However, the protections under VAWA do not apply to the following:

ESLHA may terminate assistance to or proceed to eviction if a victim for lease violations are not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that ESLHA does not subject the victim to a more demanding standard than the standard to which it holds other residents.

ESLHA may terminate residency if ESLHA can demonstrate an actual and/or imminent threat to other residents or ESLHA Staff.

In determining whether a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other residents or ESLHA Staff at or providing service to a property, ESLHA will consider the following including, but not limited to:
Whether the threat is toward ESLHA Staff or residents other than the victim of domestic violence, dating violence, sexual assault, or stalking;

Whether the threat is a physical danger beyond a speculative threat;

Whether the threat is likely to happen within a short period of time; or

Whether the threat can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

The resident will have to appeal the decision by the grievance procedures as outlined in Chapter 23.

C. Documentation of Abuse

When an individual facing termination of assistance for reasons related to domestic violence, dating violence or stalking claims protection under VAWA, ESLHA will request that the individual provide documentation supporting the claim. ESLHA reserves the right to waive the documentation requirement if statement(s) or other corroborating evidence from the individual will suffice. In such cases, ESLHA will document the waiver in the resident's file.

D. Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives ESLHA the explicit authority to remove a household member from a lease.

ESLHA will seek to terminate the tenancy of a family member if ESLHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy of the remaining, non-culpable family members. In making its decision, ESLHA will consider all credible evidence. (e.g. Signed certification or other documentation of abuse submitted to ESLHA by the victim.)

If ESLHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the ACOP. If necessary, ESLHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process in accordance with the transfer policies in Chapter 21.

22.5 Reasonable Accommodation

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, ESLHA will determine whether the behavior is related to the disability. If so, upon the family’s request, ESLHA will determine whether alternative measures are appropriate as a reasonable accommodation. ESLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination.
Chapter 23 Grievances and Appeals

Overview
This chapter sets forth the grievances and appeals process pertaining to ESLHA actions or failures to act that adversely affect public housing applicants or residents.

Hearing Decisions
The ESLHA must maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant’s representative.

Lease Requirements
The lease must provide that all disputes concerning the obligations of the resident or the ESLHA must, except as provided in the regulations, be resolved in accordance with the ESLHA grievance procedures. The grievance procedures must comply with the regulations. The lease must include a description of the PHA’s policies for selecting a hearing officer.

23.1 Informal Hearings for Public Housing Applicants

A. Informal Hearing Process
An applicant is someone who has applied for admission to the public housing program, but is not yet a resident in the program. Applicants can request an informal hearing to dispute a determination of ineligibility for admission to a development. Applicants for the public housing program are not entitled to the same hearing process afforded residents in ESLHA Grievance Procedure. Informal hearings provide the applicant a means to hear the details of the reasons for denial, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

B. Use of Informal Hearing Process
ESLHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

C. Notice of Denial
ESLHA will give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for ESLHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

D. Requesting and Scheduling an Informal Hearing
A request for an informal hearing must be made in writing and delivered to ESLHA either in person or by first-class mail, within 10 calendar days from the date of ESLHA’s notification of denial of admission. ESLHA will schedule and send written notice of the informal hearing within 10 business days of the family’s request.

E. Conducting an Informal Hearing
The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of ESLHA. The person conducting the informal hearing will make a determination on the merits of the evidence presented at the hearing.
F. Informal Hearing Decision
ESLHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within ten (10) calendar days of the informal hearing, to the applicant and his or her representative, if any. If the informal hearing decision overturns the denial, processing for admission will resume. If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

G. Reasonable Accommodation for Persons with Disabilities
Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and ESLHA will consider such accommodations. ESLHA will also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person’s disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

23.2 Grievance Procedures for Public Housing Residents

A. Applicability (24 CFR 966.51)
There are some situations for which the Grievance Procedure is not applicable. The grievance procedure is applicable to resident issues relating to ESLHA only. It is not applicable to disputes between. Class grievances and initiating or negotiating policy changes of ESLHA are not subject to the grievance procedure.

ESLHA excludes from the grievance procedure any grievance concerning an eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or ESLHA Staff;
- Any violent or drug-related criminal activity on the development premises; or
- Any criminal activity that resulted in felony conviction of a household member.

B. Informal Settlement of Grievance (24 CFR 966.54)
ESLHA will accept requests for a grievance in writing to ESLHA within ten (10) days of the event or occurrence. Within ten (10) days of receipt of the request ESLHA will arrange a meeting with the resident at a mutually agreeable time and confirm such meeting in writing to the resident.

If a resident fails to attend the scheduled meeting without prior notice, ESLHA will reschedule the appointment only if the resident can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the resident.

ESLHA will prepare a summary of the informal hearing within ten (10) days; one copy to be given to the resident and one copy to be retained in resident’s file. The summary must specify the names of the participants, date(s) of meeting, evidence presented by the grievant, a decision by ESLHA, and provide the process to request a formal hearing.

C. Procedures to Obtain a Formal Hearing (24 CFR 966.55)

1. Requests for Hearing and Failure to Request (24 CFR 966.55(a), (c), and (d))
All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a formal grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal hearing to the grievance hearing officer(s); the grievance hearing officer(s) may waive this provision.
The complainant must submit the request in writing for a grievance hearing within five (5) five days after receipt of the informal hearing decision. The request must specify the reasons for the grievance and the action or relief sought.

If the complainant does not request a hearing, ESLHA’s disposition of the grievance under the informal hearing process will be final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest ESLHA’s action in disposing of the complaint in an appropriate judicial proceeding.

2. Escrow Deposits (24 CFR 966.55(e))
Before a formal hearing is scheduled in any grievance involving a dispute of the rent. The complainant must pay an escrow deposit to ESLHA. The escrow deposit is the amount of monthly rent ESLHA states is due and payable. After the first deposit, the complainant must deposit the same amount monthly until the complainant’s grievance is resolved by decision of the grievance hearing officer(s).

ESLHA will waive the requirement for an escrow deposit where the complainant is grieving the effect of welfare benefits reduction in the calculation of family income or denial of a request for a financial hardship exemption from minimum rent requirements.

Unless ESLHA waives the requirement, the complainant’s failure to make the escrow deposit will terminate the grievance procedure. A complainant’s failure to pay the escrow deposit does not waive the resident’s right to contest ESLHA’s disposition of the grievance in an appropriate judicial proceeding.

D. Scheduling of Hearings (24 CFR 966.55(f))
If the complainant has complied with all requirements for requesting a hearing as described above, a hearing will be scheduled promptly. A written notification specifying the time, place and the procedures governing the hearing will be provided by first class mail to the complainant.

The complainant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the complainant. Requests to reschedule a hearing must be made in writing prior to the hearing date. At its discretion, ESLHA may request documentation of the good cause prior to rescheduling the hearing.

E. Selection of Hearing Officer(s) (24 CFR 966.55(b))
Grievances will be presented before a grievance hearing officer(s). The grievance hearing officer shall be by appointment of ESLHA.

F. Procedures Governing the Hearing (24 CFR 966.56)

1. Rights of Complainant (24 CFR 966.56(b))
The complainant will be afforded a fair hearing. The opportunity to examine before the grievance hearing any ESLHA documents, including records and regulations that are directly relevant to the hearing. The complainant is allowed to copy any such documents at their expense. If ESLHA does not make the document available for examination upon request by the complainant, ESLHA may not rely on such document at the grievance hearing. The complainant has the right to a private hearing unless the complainant requests a public hearing. The complainant has the right to present evidence and arguments in support of the complainant’s complaint, to controvert evidence relied on by ESLHA or its management agent, and to confront and cross-examine all witnesses upon
whose testimony ESLHA or management agent relies. The complainant has the right to a decision based solely and exclusively upon the facts presented at the hearing.

The right to be represented by counsel or other person chosen as the complainant’s representative and to have such person makes statements on the complainant’s behalf.

Hearings may be attended by the following:
• ESLHA representative(s) and any witnesses for ESLHA;
• Complainant and any witnesses for the complainant;
• Complainant’s counsel or other representative; or
• Any other person approved by ESLHA as a reasonable accommodation for a person with a disability.

*The complainant will be allowed to copy any documents related to the hearing at a cost of $.10 per page. The complainant must request discovery of ESLHA documents no later than 12:00 p.m. on the business day prior to the hearing.*

2. Decision without Hearing (24 CFR 966.56(c))
The hearing officer(s) may render a decision without proceeding with the hearing if the hearing officer(s) determine that the issue has been previously decided in another proceeding.

3. Failure to Appear (24 CFR 966.56(d))
If the complainant or ESLHA fails to appear at a scheduled hearing, the hearing officer(s) may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and ESLHA must be notified of the determination by the officer(s). A determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest ESLHA’s disposition of the grievance in an appropriate judicial proceeding.

If the complainant does not appear at the scheduled time of the hearing, the officer will wait up to 15 minutes. If the complainant does not arrive within 15 minutes of the scheduled time, they will be considered to have failed to appear.

If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact ESLHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The officer(s) will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

4. General Grievance Hearing Procedures (24 CFR 966.56(e), (f), and (g))
The complainant will present evidence of an entitlement to request the relief sought and ESLHA must sustain the burden of justifying ESLHA action or failure to act against which the complaint is directed.

The hearing will be conducted informally by the officer(s). ESLHA and the complainant will be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
If ESLHA fails to comply with the discovery requirements (providing the complainant with the opportunity to examine ESLHA documents prior to the grievance hearing), the officer(s) may refuse to admit such evidence. Other than the failure of ESLHA to comply with discovery requirements, the officer(s) has the authority to overrule any objections to evidence.

The officer(s) will require ESLHA, the complainant, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the officer(s) to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought.

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

5. Accommodations of Persons with Disabilities (24 CFR 966.56(h))

ESLHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. If the complainant is visually impaired, any notice to the complainant which is required in the grievance process, will be in an accessible format. See Chapter 2 for a discussion of ESLHA’s responsibilities pertaining to reasonable accommodation.

G. Decision of the Officer(s) (24 CFR 966.57)

1. Written Decision

The officer(s) will issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the resident must be based on a preponderance of evidence presented at the hearing. A copy of the decision will be sent to the resident and ESLHA. ESLHA will retain a copy of the decision in the resident’s file. The officer(s) will issue a written decision to the resident and ESLHA within a reasonable time after the hearing. The report will contain the following information:

- Hearing information;
  - Name of the complainant;
  - Date, time and place of the hearing;
  - Name of the officer(s);
  - Name of ESLHA representative(s);
  - Name of family representative (if any);
  - Names of witnesses (if any);

- Summary of the Evidence: The officer(s) will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence;

- Findings of Fact: The officer(s) will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; evidence which as a whole, shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence; and

- Conclusion: The officer(s) will render a conclusion derived from the facts that were found to be true by preponderance of the evidence. The conclusion will result in a determination of
whether these facts uphold ESLHA’s decision.

H. Procedures for Further Hearing
The officer(s) may ask the complainant for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the complainant misses an appointment or deadline ordered by the officer(s), the action of ESLHA will take effect and another hearing will not be granted.

I. Final Decision [24 CFR 966.57(b)]
The decision of the hearing officer(s) is binding on ESLHA which will take the action, or refrain from taking the action cited in the decision unless ESLHA Board of Commissioners determines within a reasonable time, and notifies the complainant when:

- The grievance does not concern ESLHA action or failure to act in accordance with or involving the complainant’s lease on ESLHA policies which adversely affect the complainant’s rights, duties, welfare, or status; or
- The decision of the officer(s) is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and ESLHA.

When ESLHA considers the decision of the officer(s) to be invalid due to the reasons stated above, it will present the matter to ESLHA Board of Commissioners within 30 calendar days of the date of the decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the decision, it must notify the complainant within 10 business days of this decision.

A decision by the officer(s), or Board of Commissioners in favor of ESLHA or which denies the relief requested by the complainant in whole or in part does not constitute a waiver of any rights the complainant may have at an appropriate judicial proceeding.

23.3 Informal Hearings with Regard to Noncitizens

A. Hearing and Appeal Provisions for Noncitizens (24 CFR 5.514)
Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while ESLHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member issued in accordance with the USCIS appeal process or ESLHA informal hearing process, does not preclude the family from exercising the right to seek redress directly through judicial proceedings.
B. Notice of Denial or Termination of Assistance (24 CFR 5.514(d))
The notice of denial of eligibility or termination of tenancy for noncitizens must advise the resident of any of the following that apply:

- That financial assistance will be denied or terminated. Provide a brief explanation for the proposed denial of eligibility or termination of tenancy;
- The family may be eligible for prorated assistance;
- The criteria and procedures for obtaining relief under the provisions for preservation of families for residents (24 CFR 5.514 and 5.518);
- The family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal;
- The family has a right to request an informal hearing with ESLHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal; or
- For applicants: assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

C. United States Citizenship and Immigration Services Appeal Process (24 CFR 5.514 (e))
When ESLHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, ESLHA must notify the applicant or resident of the results of the USCIS verification. The applicant or resident will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made in writing directly to the USCIS. The applicant or resident must provide ESLHA with a copy of the written request for appeal and proof of mailing.

ESLHA will notify the applicant or resident in writing of the results of the USCIS secondary verification within 10 business days of receiving the results. The applicant or resident must provide ESLHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The USCIS will notify the applicant or resident and ESLHA of its decision. When the USCIS notifies ESLHA of the decision, ESLHA must notify the applicant or resident of its right to request an informal hearing. ESLHA will send written notice to the applicant or resident of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family’s immigration status.

D. Informal Hearing Procedures (24 CFR 5.514(f))
After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request an informal hearing with ESLHA. The request for a hearing must be made either within 30 calendar days of receipt of ESLHA notice of denial or within 30 calendar days of receipt of the USCIS appeal decision. The informal hearing procedures for applicant families are described below.
1. Informal Hearing Officer
ESLHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

2. Evidence
The applicant or resident must be provided the opportunity to examine and copy at the applicant or resident expense, at a reasonable time in advance of the hearing, any documents in the possession of ESLHA pertaining to the family’s eligibility status, or in the possession of the USCIS, including any records and regulations that may be relevant to the hearing.

The family will be allowed to copy any documents related to the hearing at a cost of $.10 per page. The family must request discovery of ESLHA documents no later than 12:00 p.m. on the business day prior to the hearing. The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The family must also be provided the opportunity to refute evidence relied upon by ESLHA and to confront and cross-examine all witnesses or information ESLHA relies.

3. Representation and Interpretive Services
The applicant or resident is entitled to be represented by an attorney or other designee, at the applicant or resident’s expense, and to have such person make statements on the applicant or resident’s behalf. The applicant or resident is entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or resident, as may be agreed upon by the two parties.

4. Recording of the Hearing
The applicant or resident is entitled to have the hearing recorded by audiotape. ESLHA will not provide a transcript of an audio taped informal hearing.

5. Hearing Decision
ESLHA must provide the applicant or resident with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

E. Retention of Documents [24 CFR 5.514(h)]
ESLHA will retain for a minimum of five (5) years the following documents that may have been submitted to ESLHA by the applicant or resident, or provided to ESLHA as part of the USCIS appeal or ESLHA informal hearing process:
- The application for assistance;
- The form completed by the applicant or resident for income re-examination;
- Photocopies of any original documents, including original USCIS documents;
- The signed verification consent form;
- The USCIS verification results;
- The request for a USCIS appeal;
- The final USCIS determination;
- The request for an informal hearing; and
- The final informal hearing decision.
Chapter 24 Community Service

Overview
Community service is the performance of voluntary work or duties that are a public benefit and serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. In accordance with HUD, ESLHA may accept resident self-certifications of community service compliance but may be subject to third-party verification. ESLHA will validate a random sample of the self-certifications annually.

24.1 Requirements
ESLHA requires that each nonexempt adult household member 18 years and older shall either contribute eight (8) hours per month to community service or participate in an economic self-sufficiency program eight (8) hours per month or a combination of eight (8) hours per month of community service and participation in an economic self-sufficiency program.

The resident may complete the eight (8) hours each month of community service and/or self-sufficiency requirement (CSSR) or complete the required ninety-six (96) hours/blockage as long as the required CSSR is completed by each annual certification. ESLHA will notify the resident at least 120 days before the annual re-examination and/or lease renewal to review the exempt or non-exempt status and compliance of the household members.

24.2 Definitions for Community Service

A. Exempt Individual
An exempt individual is an adult who:
- Is age 62 years or older;
- Is blind or disabled (as defined under section 216[j][i] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions;
- Is a primary caretaker of such an individual;
- Is engaged in work activities (ESLHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption);
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act (“Block grants To States for Temporary Assistance for Needy Families”), or under any other welfare-to-work program of the state of Illinois. Including a state-administered welfare-to-work program;
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state of Illinois, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in non-compliance with such program.
HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a resident is a member of family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that resident is exempt from the CSSR.

B. Eligible Community Service Activities

Eligible community service activities include, but are not limited to:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

- Nonprofit organizations serving ESLHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children’s recreation, mentoring or education programs, or Big Brothers or Big Sisters;

- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, or Meals on Wheels; or

- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts.

C. Economic Self-Sufficiency Program

For purposes of satisfying the community service requirement, an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for residents.

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

- Job readiness or job training;

- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;

- Employment counseling, work placement, or basic skills training;

- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes;

- Apprenticeships (formal or informal);

- English proficiency or English as a second language classes;

- Budgeting and credit counseling;

- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF), or
• Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

D. Work Activities
As it relates to an exemption from the community service requirement, work activities includes, but not limited to:

• Unsubsidized employment;
• Subsidized private or public sector employment;
• On-the-job training;
• Job search and job readiness assistance;
• Community service programs;
• Vocational educational training (not to exceed 12 months with respect to any individual);
• Job skills training directly related to employment;
• Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; or
• Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.

24.3 Notification Requirements
ESLHA will give each resident a written description of the community service requirement, the process for claiming status as an exempt person and the process for ESLHA verification of exempt status. ESLHA will notify the resident of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease.

ESLHA will provide the resident with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the resident’s request.

During the lease renewal, ESLHA will notify the resident in writing of the family members who are subject to the community service requirement and the family members who are exempt. ESLHA will also supply the resident with a form to record the activities they performed and the number of hours contributed. The form will also have a place for a signature by an appropriate official to certify to the activities and hours completed.
24.4 Determination of Exemption Status and Compliance (24 CFR 960.605(c)(3))
ESLHA must review and verify family compliance with service requirements annually at least 120 days before the end of the 12-month lease term. This policy for documentation and verification of compliance with service requirements may be found in Section 6 of Chapter 24.

A. Annual Determination

1. Determination of Exemption Status
At least 120 days prior to lease renewal, ESLHA will review and verify the exemption status of all adult family members. This verification will be completed on an annual basis unless the family reports a change or ESLHA has reason to believe that an individual’s exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination. Upon completion of the verification process, ESLHA will notify the resident of its determination.

2. Determination of Compliance
At least 120 days prior to the end of the lease term, ESLHA will provide written notice requiring the resident to submit documentation that all subject family members have complied with the service requirement. The resident will have ten (10) days to submit ESLHA required documentation form(s).

If the resident fails to submit the required documentation within the required timeframe, or ESLHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued. The policy for documentation and verification of compliance with service requirements may be found at Section 24.7.

B. Change in Status between Annual Determinations

1. Exempt to Nonexempt Status
If an exempt individual becomes nonexempt during the 12-month lease term; it is the resident ’s responsibility to report this change to ESLHA within 30 days from the date the change takes effect. Within 30 days of a resident reporting such a change, or ESLHA determining such a change is necessary, ESLHA will provide a copy of the community service policy, as well as a documentation form on which the family member may record the activities performed and number of hours contributed. The effective date of the community service requirement will be the first of the month following a 30-day notice.

2. Nonexempt to Exempt Status
If a nonexempt person becomes exempt during the 12-month lease term, it is the resident ’s responsibility to report this change to ESLHA within 30 days. Any claim of exemption will be verified by ESLHA.

24.5 Documentation and Verification [24 CFR 960.605(c)(4)]

A. Documentation and Verification of Exemption Status
All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form. ESLHA will provide a completed copy to the resident and will keep a copy in the resident’s file.

ESLHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7. ESLHA makes the final determination whether or not to grant an exemption from the community service requirement. If a
resident does not agree with ESLHA’s determination, they can dispute the decision through ESLHA’s grievance procedures.

B. Documentation and Verification of Compliance

If anyone in the family is subject to the community service requirement, ESLHA will provide the family with community service documentation forms at admission, and when a family member becomes subject to the community service requirement during the lease term, or upon request of the family. Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form.

ESLHA may obtain a signed certification by the organization that the family member has performed such qualifying activities; or a signed self-certification by the family member that he or she has performed such qualifying activities.

The signed self-certification must include the following:

Resident contributed at least 8 hours per month within the community in which the adult reside performing community service/economic self-sufficiency program; the contact information of the community service provider/economic self-sufficiency program; the date(s) during which the resident completed the service; a description of the activity completed; and a certification that the resident’s statement is true.

To validate a self-certification, ESLHA must obtain third-party documentation that includes: the name of the organization or person, the number of hours completed by the resident, a signature from the appropriate staff person within the third-party organization or person and contact information.

Treatment of Fraudulent Self-Certifications:

In the event ESLHA determines a resident has submitted a fraudulent self-certification, ESLHA must provide a notice of noncompliance to the resident pursuant. If the resident agrees to sign a work-out agreement, ESLHA must obtain written third-party documentation of the resident’s compliance with the requirements of the work-out agreement. Should the resident refuse to enter into a work-out agreement pursuant to the notice of noncompliance, ESLHA must take steps to terminate the tenancy of the resident. (See Notice PIH 2015-12.)

When ESLHA accepts self-certifications, ESLHA must validate a sample of such self-certifications using third-party certification by sampling according to the following table.

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24.6 Noncompliance

A. Initial Noncompliance
Violation of the service requirement is grounds for nonrenewal of the lease at the end of the 12-month lease term, but not for termination of tenancy during the course of the 12-month lease term.

If the resident or another family member has violated the community service requirement, ESLHA may not renew the lease upon expiration of the 12-month term of the lease, unless the resident and any other noncompliant family member enter into a written agreement with ESLHA. Under the agreement the resident or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required over the 12-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit.

B. Notice of Initial Noncompliance
If ESLHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), ESLHA must notify the resident of this determination. The notice of initial noncompliance will be sent at least 60 days prior to the end of the lease term.

The resident will have ten (10) days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.
If the resident reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before ESLHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the resident does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required ten (10) day timeframe, ESLHA will proceed to terminate the lease.

C. Continued Noncompliance
Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the resident’s termination notice. The resident will have ten (10) days from the date of the notice of continued noncompliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the resident reports that a noncompliant family member is no longer residing in the unit, the resident must provide documentation that the family member has actually vacated the unit before ESLHA will agree to continued occupancy to the resident. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the resident does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the resident’s lease and tenancy will automatically terminate at the end of the current lease term without further notice.
Chapter 25 Pets (24 CFR 5, Subpart C; 24 CFR 960, Subpart G)

Overview
The purpose of a pet policy is to provide guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also provides the rules governing the maintaining of common household pets within the unit. Nothing in the pet policies, except Section 25.7 will be applicable to service animals or assistance animals as provided under reasonable accommodations.

25.1 Management Approval of Pets

A. Registration of Pets (24 CFR 960.707(b)(5))
Pets must be registered with ESLHA prior to being brought onto the premises. Registration includes photo of the pet and documentation that the pet has received all inoculations required by state, county or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual re-examination date. Pets will not be approved to reside in a unit until completion of the registration requirements.

B. Refusal to Register Pets
ESLHA will refuse to register a pet if the pet is not a common household pet.
- Keeping the pet would violate any pet restrictions listed in this policy;
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order;
- ESLHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with provisions of the lease;

If ESLHA refuses to register a pet, a written notification will be sent to the pet owner within ten (10) days of ESLHA’s decision. The notice will state the reason for refusing to register the pet and will inform the resident of the right to appeal the decision in accordance with ESLHA’s grievance procedures. ESLHA shall not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet.

C. Pet Policy/ Pet Agreement
Residents who have been approved to have a pet must enter into a pet agreement with ESLHA, or the approval of the pet will be withdrawn. The pet agreement is the certification that the resident has received a copy of ESLHA’s pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet agreement that he or she understands that noncompliance with ESLHA’s pet policy and applicable house rules may result in the withdrawal of ESLHA approval of the pet or termination of tenancy.
25.2 Standards for Pets (24 CFR 5.318; 960.707(b))

A. Definition of Common Household Pet (24 CFR 5.306(2))
Common household pet means a domesticated animal, such as a dog, cat, bird or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets:

- Reptiles;
- Rodents;
- Insects;
- Arachnids;
- Wild animals or feral animals;
- Pot-bellied pigs; or
- Animals used for commercial breeding.

B. Pet Restrictions
The following animals are not permitted:

- Any animal whose adult weight will exceed 20 pounds;
- Dogs of the pit bull, Rottweiler, chow, or boxer breeds;
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; or
- Any animal not permitted under state or local law or code.

C. Number of Pets
Residents may own a maximum of one (1) pet. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

D. Other Requirements
Dogs and cats must be spayed or neutered at the time of registration or in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually during the re-examination process.

25.3 Pet Rules
Pet owners must maintain pets responsibly, in accordance with ESLHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

A. Pet Area Restrictions
Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Pet owners are
not permitted to exercise pets or permit pets to deposit waste on development premises outside of the areas designated for such purposes.

B. Cleanliness
The pet owner shall be responsible for the removal of waste in a clean and sanitary manner from the inside and outside of unit by placing it in a sealed plastic bag and disposing of it. The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:
- Pet owners must promptly dispose of waste from litter boxes and maintain litter boxes in a sanitary manner;
- Litter shall not be disposed of by being flushed through a toilet; and
- Litter boxes shall be kept inside the resident's dwelling unit.

C. Alterations to Unit
No alterations are allowed to the unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

D. Noise
Pet owners must agree to control the noise of pets so that such noise does not disturb other resident’s peaceful enjoyment of their unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping or other such activities.

E. Pet Care
Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet. Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage ESLHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.

F. Responsible Parties
The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify ESLHA and sign a statement that they agree to abide by all of the pet rules.

G. Pets Temporarily on the Premises
Pets that are not owned by a resident are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by ESLHA.

H. Pet Rule Violations
All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
• That the pet owner has 10 days from the effective date of the notice to correct the violation or make written request for a meeting to discuss the violation;

• That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

• That the pet owner’s failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet or to lease termination proceedings.

I. Notice for Pet Removal
If the pet owner and ESLHA are unable to resolve the violation at the meeting or the pet owner fails to cure the violation in the time period allotted by ESLHA, ESLHA may serve notice to remove the pet. The notice will contain:
- A brief statement of the factual basis for ESLHA’s determination of the pet rule(s) violated;
- The resident must remove the pet within 10 calendar days of the notice; and
- Failure to remove the pet may result in lease termination proceedings.

J. Pet Removal
In the event of death or incapacity of the pet owner which threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if ESLHA after reasonable efforts is unable to contact the responsible party, ESLHA may contact the appropriate state or local agency and request the removal of the pet.

K. Termination of Tenancy
ESLHA may initiate lease termination proceedings:
- The resident has failed to remove the pet or correct the pet rule(s) violation within the time period specified.

L. Emergencies
ESLHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for ESLHA to place the pet in a shelter facility, the cost will be the responsibility of the resident. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

25.4 Pet Deposits

A. Payment of Deposit
A resident shall pay a pet deposit of $250.00 and $150.00 is a non-refundable registration fee. The deposit of $250.00 must be paid in full before the pet is brought on the premises. The pet deposit is not part of the rent payable by the resident and is refundable. The registration fee is paid upon the request and completion of the process.

B. Refund of Deposit
ESLHA will provide the resident with a written list of any charges against the pet deposit within 60 days of the move-out inspection. If the resident disagrees with the amount charged to the pet...
deposit, ESLHA will provide a meeting to discuss the charges. ESLHA will refund the pet deposit to the resident, less the costs of any damages to the dwelling unit, within 60 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

25.5 Other Charges

A. Pet-Related Damages During Occupancy
The resident will be responsible for all reasonable expenses incurred by ESLHA as a result of damages directly attributable to the presence of the pet in the development, including:

- Repair costs and replacements to the resident's unit;
- Fumigation of the unit; and
- Repairs to common areas of the development.

The expense of flea elimination shall also be the responsibility of the resident. If the resident is in occupancy when such costs occur, the resident shall be billed for such costs. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

B. Pet Waste Removal Charge
ESLHA will impose a separate pet waste removal charge of $25.00 per occurrence against pet owners who fail to remove pet waste in accordance with this policy. Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable within fourteen (14) days after billing. If the family requests a grievance hearing within the required timeframe, ESLHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

25.6 Service Animals

Overview
Service animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Service animals, assistive animals, support animals or therapy animals, perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to imminent danger; or
- Providing emotional support to persons with disabilities with a need for such support.

Service animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and not subject to ESLHA’s pet policies described in this chapter.

A. Approval of Service Animals
A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation request must describe the relationship between the person’s disability and the need for the animal.
ESLHA will not refuse to allow a person with a disability to have a service animal merely because the animal does not have formal training. ESLHA will refuse to permit a person with a disability to use and live with an assistance animal if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation; or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

ESLHA has the authority to regulate service animals under applicable federal, state and local law. For an animal to be excluded from the pet policy and be considered a service animal, there must be a person with disabilities in the household, and the family must request and ESLHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

**B. Care and Handling**

Residents must care for service animals to ensure compliance with state and local laws, including anti-cruelty laws and must ensure that service animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

When the care of handling a service animal violates these policies, ESLHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If ESLHA determines that no such accommodation may be made, ESLHA may withdraw the approval of a particular service animal.
Chapter 26: DESIGNATED DEVELOPMENTS: HOUSING CRITERIA

26.1 Purpose
ESLHA may establish special programs, policies and strategies designed to address economic, human development or self-sufficiency programs, work initiatives, pilot programs, safe and secure community enhancements and admission policies related to the use of bona fide law enforcement agencies or personnel, and homeownership opportunities.

ESLHA may explore strategies that recognize the progression of ESLHA-Assisted Households toward economic self-sufficiency which may lead to their graduation from a rental assistance program.

The following properties/developments shall be designated for those residents that participate in a program to attain self-sufficiency or qualify based on the criteria enumerated in this chapter:

- Single Family Homes,
- Phoenix Courts
- Forest Village
- New Construction

26.2 Minimum Criteria
Residents that are housed in one of the enumerated properties must comply with the following requirements:

- Meet all eligibility requirements as stated in Chapter 8 and all applicable provisions of this ACOP.
- Household is expected to have a minimum income of $11,500.
- Income requirements may be waivered by Executive Director on a case by case basis.

A. Good Financial Standing
Must be current in rent, including any monies due to any public housing program, and documented history of paying rent two (2) years and in compliance with the lease of former landlord, no judgment in favor of a current or past landlord within the past two years.

Outstanding or current delinquent debts owed to a utility provider must be made current prior to approval for admission or the applicant must be current on a payment plan. Applicant must be able to obtain utilities in their name.

B. Employment and Economic Self-Sufficiency

1. At least one adult member of the household, 18 – 61 years of age, must be legally employed or self-employed in a legitimate business enterprise, appropriately documented, either on a full-time equivalent basis or for at least 30 hours per week; and

2. All other household members, ages 18 – 61, must be actively engaged in one of the following:
i. Full-Time Work: Legally employed or self-employed either on a full-time basis or for at least 30 hours per week;

ii. Full-Time School/Training: Enrolled in and attending an AHA recognized school or institution as a full-time student; or

iii. Part-Time Work and Part-Time School/Training: Combined minimum of 30 hours per week of employment and education/training with the following conditions:

   a. Legally employed (but not self-employed) on a part-time basis; and
   b. Enrolled in and attending an ESLHA-recognized school or institution on a part-time basis; or
   c. Participating in an ESLHA-recognized training program.

3. Exemptions from ESLHA’s Work Requirement

i. Elderly Persons.

ii. Disabled Persons as defined in this policy. (See Ch. 8.)

4. Applicants to ESLHA’s Rental Assistance Programs and ESLHA-Assisted Households assisted under one of ESLHA’s Rental Assistance Programs may either be denied admission to or terminated from the Rental Assistance Program, as applicable, for failure to comply with the Work Requirement.

5. As a reasonable accommodation, either the head-of-household of the ESLHA-Assisted Household or another adult member of the household who is needed for the essential care and support of a member of the household who is an Elderly Person or Disabled Person, or other member who requires essential care and support for an indefinite period of time, the need for which having been certified by a medical or other qualified professional having knowledge of the need, may qualify for a “Caretaker Exemption” from the Work Requirement for as long as the Elderly Person, Disabled Person or other member requires such essential care and support.

6. ESLHA-Assisted Household who is subject to the Work Requirement and is not working full-time may be required to enroll and satisfactorily participate in an ESLHA-recognized economic independence program, and if such economic independence program is not a full-time program, such member of the ESLHA-Assisted Household shall be required to have part-time employment. Any member of an ESLHA-Assisted Household who is subject to the Work Requirement, regardless of such member’s work status (full or part-time employment), may be required to participate in an ESLHA-recognized economic and life-style initiative that has as one of its components, the completion of an approved planning document, which charts out a path towards economic, and life-style independence and devises strategies to address any barriers confronting the member of the ESLHA-Assisted Household.

Residents who fail to comply within 6 months will be subject to a unit offer and transfer to another development to accommodate their family composition.
Chapter 27 Firearms and Weapons

Overview

Residents and members of the household 18 and older may possess a firearm on ESLHA property so long as certain conditions and requirements are satisfied. Residents and members of the household shall abide by the applicable guidelines as described below.

27.1 Requirements

1. Residents and members of the household shall comply with all local, state, and federal legal requirements applicable to the ownership, possession, transportation, and use of firearms or other weapons.

2. Residents and members of the household shall not permit any guest onto ESLHA property, including the Resident’s residential premises, knowing that said guest has a firearm on his/her person.

3. Residents and members of the household shall not discharge or use any firearm or other weapon within the residential premises except when such discharge or use is made or done in self-defense.

4. Residents and members of the household shall not display or carry a firearm or other weapon in any common area of ESLHA’s property, except where the firearm or other weapon is being transported for the first time to the resident’s unit or is being permanently removed from the resident’s unit. (To the extent that any provision of this policy is inconsistent with Illinois law, Illinois law shall be controlling.)

5. Residents or members of the household shall complete a Firearm Identification Disclosure Form (FIDF) if possesses or seeks to possess a firearm or weapon on ESLHA property. The FIDF form requires specific information about the firearm or weapon that the Resident or household member owns and will possess on ESLHA property. The FIDF form must be completed at the time of application, recertification or at any other time when a current resident or member of the household possesses or seeks to possess a firearm and before said firearm is physically on or about the property owned by ESLHA. An updated FIDF must be provided at the time of each lease renewal and/or recertification.

6. Residents or members of the household shall at all times, prior to possessing any firearm on ESLHA property or completing the FIDF, provide to ESLHA a current copy of any permit, license, or other documentation required by state, local, or federal law, for the ownership, possession, or transportation of any firearm or other weapon. It shall be the duty of the permit or license holder to ensure that ESLHA is provided with a current copy of such permit, license, or other documentation upon each renewal period and/or recertification. Likewise, it shall be the duty of the permit or license holder to advise ESLHA immediately if such permit, license or other documentation is revoked, terminated, or suspended for any reason during the subject tenancy.

7. Residents and members of the household shall exercise reasonable care in the storage of loaded or unloaded firearms and ammunition, or other weapons in their residential premises. Reasonable care is determined by how the firearms are maintained in the unit. Loaded or unloaded firearm should be stored in a locked gun case, rack or box. Each firearm shall be secured with a cable lock or trigger.
guard that cannot be removed easily. All firearms and ammunition shall be stored in a dry cool place away from a heat source and out of reach and sight of anyone who should not have access to them.

27.2 Definition of Firearm

The term “firearm” includes any weapon, from which a shot, projectile, or other object may be discharged by force or combustion, explosive, gas, and/or mechanical means, whether operable or inoperable, loaded or unloaded, and any weapon or destructive device as defined by applicable state and federal law.

A firearm does not include: 1) a stun gun or taser; 2) a machine gun; 3) a short-barreled rifle or shotgun; 4) any pneumatic gun, spring gun, paint ball gun, or BB gun which expels a single projectile not exceeding 18 inches in diameter.

27.3 Denial of Possession of Firearm on ESLHA Property

ESLHA reserves the right to deny any resident or member of the household permission to possess a weapon in the residential premises, if after a hearing, with due notice to the household member who owns/possesses a weapon, or proposes to do so, ESLHA determines that sufficient information exists which demonstrates that the person’s ownership/possession of a weapon poses an unreasonable risk of serious bodily injury or death to a third person, unrelated to any legally justified act of self-defense by the weapon owner/possessor. ESLHA also retains the right to notify any state or federal agency regulating weapon and/or firearm ownership of any information which ESLHA may have that is relevant to an individual’s licensure for weapon ownership/possession.

27.4 Termination of Tenancy

Violation of this Policy by any resident or household member shall be grounds for immediate lease termination and eviction. In addition, a termination and eviction may result if any of the following occur on ESLHA property:

Intentional and unlawful ownership, possession, transportation, or use of a weapon about his or her person;

The display of a weapon in connection with a verbal or non-verbal threat of bodily harm, without legal justification that the weapon is necessary for self-defense;

Shooting, firing, exploding, throwing, or discharging a weapon, or damaging any property, through reckless, careless, or negligent use of a weapon;

Infliction of any injury upon another person through the intentional use of a weapon without legal justification that the weapon is necessary for self-defense, or reckless, careless, or negligent use of a weapon.

In addition, a resident or household member who knowingly permits a guest to violate this Policy shall be subject to immediate lease termination and eviction.