



## BRUNSWICK HOUSING AUTHORITY

### ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

The mission of the Brunswick Housing Authority is to provide safe, quality and affordable housing for eligible persons in need of assistance, regardless of race, color, sex, religion, national or ethnic origin, age, handicap, marital status, sexual orientation, familial status, or disability, and to promote opportunities for the growth and development of residents as well as our community.

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**CHAPTER 1. STATEMENT OF POLICIES****Section A. Fair Housing**

1. It is the policy of the Brunswick Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.
2. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, age, handicap, marital status, sexual orientation, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Brunswick Housing Authority's programs.
3. To further its commitment to full compliance with applicable Civil Rights laws, the Brunswick Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Brunswick Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
4. The Brunswick Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Brunswick Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

**Section B. Reasonable Accommodation**

1. Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Brunswick Housing Authority housing programs and related services. This policy clarifies how people can request accommodations and the guidelines the Brunswick Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Brunswick Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.
2. Anyone requesting an application will also receive a Request for Reasonable Accommodation form.
3. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification

- requesting action by the tenant will include information about requesting a reasonable accommodation.
4. All decisions granting or denying requests for reasonable accommodations will be in writing.
  5. In granting an accommodation, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).
  6. It may be possible that the disability for which the accommodation is being requested is a disability other than an apparent disability. If the disability is not apparent or documented, the Brunswick Housing Authority will obtain verification that the person is a person with a disability.
  7. When it is not apparent that the requested accommodation is related to the apparent or documented disability, the Brunswick Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Brunswick Housing Authority will not inquire as to the nature of the disability.
  8. In order to be determined reasonable, the requested accommodation must not alter the fundamental business that the Brunswick Housing Authority conducts. For instance, the Brunswick Housing Authority would deny a request to do grocery shopping for a person with disabilities.
  9. In addition, the requested accommodation must not create an undue financial hardship or administrative burden. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Brunswick Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
  10. Generally the individual knows best what it is they need; however, the Brunswick Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Brunswick Housing Authority's programs or services.
  11. If more than one accommodation is equally effective in providing access to the Brunswick Housing Authority's programs and services, the Brunswick Housing Authority retains the right to select the most efficient or economic choice.

12. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Brunswick Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Brunswick Housing Authority will seek to have the same entity pay for any restoration costs.
13. If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Brunswick Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.
14. Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **Section C. Services for Non-English Speaking Applicants and Residents**

1. The Brunswick Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

### **Section D. Family Outreach**

1. The Brunswick Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families through education of our programs to our community. Our staff is consistent in communicating the status of housing availability with all the area churches, clubs, social service representatives, health professionals, community leaders and residents informing them of housing eligibility factors and guidelines for the Public Housing program.
2. To reach people who cannot or do not read the newspapers, the Brunswick Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Brunswick Housing Authority will also try to utilize public service announcements.

### **Section E. Right to Privacy**

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

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

**Section F. Required Postings**

1. The Brunswick Housing Authority will post on its website and in each of its offices, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:
  - A. Statement of Policies and Procedures governing Admission and Continued Occupancy
  - B. Notice of the status of the waiting list (opened or closed)
  - C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, Maine Relay Service number for TDD and non-TDD users, and Resident Facilities and operation hours
  - D. Income Limits for Admission
  - E. Excess Utility Charges
  - F. Flat Rent Schedule
  - G. Utility Allowance Schedule
  - H. Current Schedule of Routine Maintenance Charges
    - I. Dwelling Lease
    - J. Grievance Procedure
    - K. Fair Housing Poster
    - L. Equal Opportunity in Employment Poster
    - M. Any current Brunswick Housing Authority Notices

Please note “A. Statement of Policies and Procedures governing Admission and Continued Occupancy”, “I. Dwelling Lease” and “J. Grievance Procedure” are available for review at the business office located at 12 Stone Street, Brunswick, ME.

## CHAPTER 2. ELIGIBILITY FACTORS

### Section A. Introduction

1. There are six eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Brunswick Housing Authority screening criteria in order to be admitted to public housing.

### Section B. Family Status

1. **Family.** The BHA defines “family” as:
  - A. A group of persons normally expected to live together whose family head or spouse is legally responsible for the care and maintenance of a minor child or children; (A child who is temporarily away from home because of placement in foster care is considered a member of the family.)
  - B. An elderly person who is 62 years of age or older;
  - C. A near elderly person who is 50 years of age;
  - D. A disabled person as defined herein;
  - E. Any combination of elderly, near elderly, or disabled persons living together as a family; or
  - F. A single person who is not elderly, disabled or a remaining member of a tenant family. All single persons are eligible if they meet other eligibility criteria. The BHA will extend preference to elderly families (including disabled and handicapped persons) and displaced persons over single persons.
2. **Significant Other.** A significant other will be approved where appropriate for two or more persons living together in a spousal relationship in a stable family-type relationship, and can verify shared income or resources, and will live together in BHA housing programs.
3. **Head of Household.** The head of household is the adult member who is Designated by the family as head, is wholly or partly responsible for paying the rent and has the legal capacity to enter into a lease under State/local law.
4. The BHA will recognize emancipated minors who qualify under State law as head of household.

5. **Spouse of Head.** Spouse means the wife or husband of the head of household. Under the Noncitizens Rule, spouse means: the marriage partner who, in order to dissolve the relationship, would have to be divorced or the partner in a common law marriage. Spouse does not apply to boyfriends, girlfriends, significant others, or co-heads.
  
6. **Live-In Aides.** A family may include a live-in aide provided that written verification from a physician verifies that a live-in aide is essential to the care and well-being of the family member who is elderly or disabled. The verification must include the hours the care is necessary.
  - A. The live-in aide cannot be responsible for the financial support of the family member(s) and cannot live in the unit except to provide care for the family member(s).
  - B. The live-in aide will not be considered to be an assisted family member and will have no rights or benefits under the program; i.e., their income will not be counted for purposes of determining eligibility or level of benefits and they will not be considered as a remaining member of a tenant family.
  - C. The BHA will recognize relatives as live-in aides provided they meet all of the elements of a live-in aide as described above.
  - D. The BHA has the right to disapprove a request for a live-in aide based on the screening criteria as described in this chapter.
  
7. **Single Pregnant Women or Single Individuals Securing Legal Custody.** HUD has determined that single individuals, with no other children, who are pregnant or in the process of securing legal custody of any individual under the age of 18 years constitute families and are not subject to the limitations of single persons.
  - A. A single pregnant woman must meet the income limits for a one person family. The BHA will consider the appropriate bedroom size to include the unborn child; however, the allowance for dependents will not be in effect until the birth of the child.
  - B. In the instance where an immediate determination of pregnancy cannot be determined, the BHA will require a certificate from a physician.
  - C. If the pregnancy is terminated before admission to the public housing program, the applicant will be classified as a “single person” as defined in this chapter and assistance may be deferred if any other elderly, disabled or displaced person is on the waiting list.

- D. If the pregnancy is terminated after admission, the individual constitutes a remaining member of a tenant family and can continue in the program.
  - E. Persons in the process of adopting an individual under 18 years of age will be treated the same as a single pregnant woman. Persons in the process of securing legal custody through other means must provide the BHA evidence from a credible source that there is a reasonable likelihood of success in securing custody before being admitted to occupancy. If such evidence of success cannot be provided, the individual will be allowed to retain his/her place on the waiting list with any eligible preference and with original date and time of application, until custody is secured. Once secured, the individual will be offered an appropriate unit in accordance with his/her position on the waiting list.
8. **Foster Children.** The BHA will give approval of a foster child to reside in a unit provided it would not result in overcrowding. An extra bedroom will not be issued to accommodate a foster child, the income will not be counted and foster children do not qualify for allowances or deductions except for child care.
9. **Child Custody.** The BHA considers the primary custody of a child based on a court's determination or, in the case of joint custody, with the individual whose address is listed in the school records.

In the event the above considerations do not apply, the situation will be reviewed on an individual case by case basis.

10. **Split Households Prior to Lease up.** The BHA will not grant two placements on the waiting list for a family that splits into two eligible families due to divorce or legal separation. If there is no court determination, the BHA will make the decision taking into consideration the following:
- A. which family member applied as head of household
  - B. which family unit retains the children or elderly or disabled members
  - C. restrictions that were in place at the time the family applied
  - D. role of domestic violence in the split
  - E. recommendations of social service agencies, children's protective services
  - F. or any other qualified professionals

Documentation of the above is the responsibility of the applicant families and if either or both families fail to provide such documentation, they may be denied placement on the waiting list.

11. **Split Households After Lease up.** The BHA will consider with whom the assistance will remain, on a case by case basis, taking into consideration the same criteria as “Split Households Prior to Lease up”. If a court decision is made relative the break up, the BHA will abide by the court’s determination of which family members continue to receive assistance.

### **Section C. Income Eligibility**

1. To be eligible for admission to BHA public housing projects, the family’s annual income must be within:
  - A. extremely low-income (does not exceed the federal poverty level)
  - B. very low-income (50% of area median income)
  - C. low-income (80% of area median income)
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Brunswick Housing Authority.
4. If the Brunswick Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the limits listed in paragraph 1 of this section in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. If there are no eligible families on the waiting list and the Brunswick Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

### **Section D. College Students**

1. Before admitting full time college students, the BHA will obtain proof of age, (valid drivers license, identification card issued by a federal, state, or local agency, identification issued by a medical insurance company or birth certificate) and verify all sources of reported income.

2. Additionally, the BHA will require a college student within a household to provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of the support during the 12-month period following admission and the effective date of the annual reexamination.
3. The BHA will deny housing assistance to persons receiving athletic scholarship assistance if the amount specified in the scholarship for housing costs exceeds \$5000.

### **Section E. Citizenship/Eligibility Status**

1. Housing assistance is available only to those individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. If one or more member lacks eligible immigration status, assistance to the family will be prorated.
2. The Brunswick Housing Authority preliminary application for assistance informs the applicant that "To receive assistance, you must show you are a citizen of the United States or you have eligible immigration status. Before you receive subsidy you will be asked to verify the citizen status of all members of your household."
3. The applicant will be required to verify citizenship or eligible immigration status when they come to the top of the waiting list and the BHA determines their eligibility to receive assistance. Each adult member of the applicant household must verify by filling in and signing the "Declaration of Section 214 Status" form. For each child, the declaration must be signed by an adult residing in the unit who is responsible for the child.
4. Citizens and nationals are required only to submit a signed declaration that claims their status. Eligible noncitizens must submit the signed declaration, as well as, the required documentation listed on the "Declaration of Section 214 Status" form that applies to the status they are declaring.
5. Eligible families are comprised of citizen(s), national(s) or noncitizen(s) with *eligible* immigrant status and they receive full assistance.
6. A mixed family is a family that includes both eligible and ineligible individuals and their rent will be prorated (see Chapter 7, Section E.).
7. If verification does not establish that the individual or at least one family member is eligible, the BHA will send the applicant family a notice of denial

of assistance and notice of their right to request hearing.

8. For each family member this is a one-time requirement.
9. Should an individual join an existing household, that individual will receive a packet of forms to submit to the BHA for eligibility. The “Declaration of Section 214 Status” form is part of that package.

#### **Section F. Social Security Number Documentation**

1. To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.
2. The BHA will verify social security numbers with documentation containing the applicant’s social security number including the actual social security card, letters from the Social Security Administration, driver’s license, military identification or other official documents.
3. If a family member, over the age of six, does not have a social security number, the member must sign a certification that he or she does not have one. If the family member is a minor, a parent or guardian must sign the certification. The certification should:
  - A. state the individual’s name
  - B. state that the individual has not been assigned a social security number
  - C. state that the individual will disclose the number if he or she later gets one
  - D. be signed and dated

#### **Section G. Signing Consent Forms**

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign form HUD-9866, Authorization for the Release of Information/Privacy Act Notice. The BHA may collect information from State Wage Information Collection Agencies (SWICAs), Current and former employers of adult family members and financial institutions.
2. Form HUD-9886 expires 15 months after the date it was signed.
3. Adult family members, and the head, spouse and cohead must sign other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance. If a family member fails to sign a consent form, the BHA will deny

admission to applicants, or in the case of recertifications, will terminate assistance. If admission is denied, or assistance terminated, the family will be informed of their right to a hearing.

#### **Section H. Prohibition Against Denial Under Violence Against Women Act**

1. The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of assistance to an otherwise qualified applicant on the basis the applicant is or has been a victim of domestic violence, dating violence or stalking.
2. Any federal, state or local law provision that provides greater protection to victims of such violence take precedence over VAWA.
3. The definitions as used in VAWA (domestic violence, dating violence, stalking and immediate family) are outlined in Chapter 16, Glossary.
4. The Brunswick Housing Authority will notify applicants of their rights under VAWA by providing information of the law in the application package.
5. The Brunswick Housing Authority will ensure that an otherwise qualified applicant will not be denied assistance on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking by:
  - A. Requesting an individual certify via a HUD-approved certification form (HUD-50066) that the individual is a victim of such violence and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse; or
  - B. The individual may satisfy the certification requirement by providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the actual or threatened abuse.
6. The above certifications must include the name of the perpetrator and be provided within 14 business days after the individual receives the request from the BHA.
7. All information provided to the BHA, owner or manager regarding domestic violence, dating violence, or stalking will be retained in confidence. The information will not be entered into any shared database nor provided to any related entity, except if disclosure is requested or consented to by the individual in writing, is required for use in an eviction proceeding or is otherwise required by law.

1. If the Brunswick Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Brunswick Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial. The Brunswick Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Brunswick Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Brunswick Housing Authority's decision. The Brunswick Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reason

**CHAPTER 3. MANAGING THE WAITING LIST****Section A. Opening and Closing the Waiting List**

1. Opening of the waiting list will be announced with a public notice that applications for the Public Housing Program will be accepted. The public notice will be placed in the local Times Record newspaper, as well as, distributed to minority organizations, disability organizations, the local welfare office, the Tedford Shelter, and other social service agencies. The notice will contain the following information:
  - i. The dates, times, and the locations where families may apply
  - ii. The programs for which applications will be taken
  - iii. Limitations, if any, on who may apply
  - iv. A statement that persons with disabilities will be allowed sufficient time to make requests for accommodations to apply
2. The BHA, at its discretion, may restrict application intake, suspend application intake, close waiting lists in whole or in part. Decisions about closing the waiting list will be based on the number of applications available for particular size and type of unit, the number of applicants who qualify for a preference, and the ability of the BHA to house an applicant in an appropriate unit within a reasonable period of time.

**Section B. Taking Applications**

1. The Brunswick Housing Authority accepts applications from all potentially eligible persons who express a desire to participate in any BHA program. Applications are available in the BHA Business Office located at 12 Stone Street, Brunswick, ME and on the website: [brunswickhousing.org](http://brunswickhousing.org). Applications are accepted on an ongoing basis and may be received by mail, by fax, or in person at the BHA Business Office.
2. Applications are made available in an accessible format upon request from a person with a disability. The BHA uses the Maine Relay Service, which allows TDD users and non-TDD users to communicate with special operators translating and relaying conversations confidentially.
3. When an application is requested by mail, the application is sent along with a letter containing the information needed to complete the application.

4. Applications received will be used to make preliminary eligibility determination and placement on the waiting list. A complete application will be processed when the family nears the top of the waiting list. The application must be in writing and signed by a responsible family member.
5. Upon receipt of the family's application, the Brunswick Housing Authority will make a preliminary determination of eligibility. The Brunswick Housing Authority will notify the family in writing of the date of placement on the waiting list, and the approximate wait before housing may be offered. If the Brunswick Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. The BHA provides information regarding where an applicant is on the wait list in writing on an annual basis.
6. The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Brunswick Housing Authority will make the changes in the applicant's file and update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

### **Section C. Organization of the Waiting List**

1. The Brunswick Housing Authority maintains one waiting list for its Public Housing programs and selects applicants for each program based on each program's requirements (e.g., income limits, etc.). The waiting list is organized to contain the following information:
  - i. Applicant name
  - ii. Date and time of application
  - iii. Unit size
  - iv. Preferences
  - v. Racial or ethnic designation of the head of household
  - vi. Citizenship
2. The BHA will not take any of the following action because an applicant has applied for, received, or refused other housing assistance (other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public or Indian Housing):
  - i. Refuse to list the applicant on the waiting list

- ii. Deny any admission preference for which the applicant is currently qualified
  - iii. Change the applicant's place on the waiting list based on preference, date and time of application or any other factor affecting selection from the waiting list
  - iv. Remove the applicant from the waiting list
3. Upon second refusal of assistance, the BHA will move the applicant to the bottom of the list. After third refusal, the applicant's name will be removed from the list. This will not preclude the applicant from applying for assistance in the future.
4. The waiting list will not be maintained by bedroom size.

#### **Section D. Families Nearing the Top of the Waiting List**

1. As units become available, families will be interviewed for the final eligibility and screening process, during which all preferences will be verified.
2. If a family no longer qualifies for a preference, the family's name will be returned to the appropriate spot on the waiting list. The BHA will notify the family in writing of this determination and give the family the opportunity for an informal review.
3. If a family fails to bring all required information to the interview, or the BHA determines additional information is required, the family will have up to 10 days to bring the missing information in.

#### **Section E. Missed Appointments**

1. All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.
2. The Brunswick Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Brunswick Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

**Section F. Purging the Waiting List**

1. The Brunswick Housing Authority will update and purge its waiting list periodically by a mailing to all applicants on the waiting list. The mailing will require a response of continued interest and current information to remain on the list. If applicants fail to respond to the mailing, they will be removed from the waiting list.

**Section G. Removal of Applicants from the Waiting List**

1. The Brunswick Housing Authority will remove the names of applicants who:
  - i. Do not respond to requests for information or updates
  - ii. Do not meet either the eligibility or screening criteria for the program
  - iii. Fail to pay an outstanding balance owed to the BHA or other federally assisted housing programs
  - iv. Request, in writing, that their name be removed
2. When updating the waiting list, a notice is sent to each applicant stating they have 14 days to respond. If a letter is returned by the Post Office without a forwarding address, the applicant is removed without further notice. If a forwarding address is provided, the notice will be re-mailed. If the applicant fails to respond in the 30 day period, their name is removed from the list.
3. If an applicant contacts the BHA after being removed from the waiting list, they may request in writing to be re-instated as of the date the written request is received.
4. If an applicant does not respond because of a disability, the BHA will reinstate the family on the list and provide them an extension as an accommodation.
5. All applicant files removed from the waiting list, with the reasons for such removal, are kept on file for three years.

**Section H. Notification of Negative Actions**

1. Any applicant whose name is being removed from the waiting list will be notified by the Brunswick Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

## CHAPTER 4. TENANT SELECTION AND ASSIGNMENT PLAN

**Section A. Preferences**

1. The Brunswick Housing Authority will select families based on the following preferences.
  - A. Families that include a victim of domestic violence, homeless families, and elderly, non-elderly and disabled families displaced as a result of action taken by a governmental entity.
  - B. All other applicants, except for “other singles”.
  - C. All other singles (defined as a person who is not elderly, disabled or a person without dependent children).
2. **Domestic violence** means actual or threatened violence by a member of a household directed at him/herself or another member of his/her household.
  - A. The domestic violence must have occurred recently or be of a continuing nature.
  - B. The applicant qualifies if the unit was vacated because of domestic violence or the applicant currently lives in a unit with a person who engages in violence.
  - C. The applicant must verify domestic violence status via a HUD-approved certification form (HUD-50066) and other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the actual or threatened abuse.
  - D. The certifications must include the name of the perpetrator and be provided within 14 business days after the individual receives the request to verify from the BHA.
  - E. An applicant who qualifies for the preference must certify that the person who engaged in the violence will not reside with the applicant family. If the family is admitted, the BHA may deny or terminate assistance for breach of the agreement.
3. **A homeless family** is defined as a family consisting of one or two adults with dependent children who lacks a fixed, regular and adequate nighttime residence and who has a primary nighttime residence defined as a supervised public or privately operated shelter designated to provide temporary living accommodations, includes welfare, hotels, congregate shelters and transitional housing;

an institution that provides temporary residence for individuals intended to be institutionalized – not incarcerated, i.e., jails and prisons; a place not designated or normally used as a regular sleeping place for humans.

- A. Homeless families must provide documentation from a credible third party source, excluding family members, of physically residing in the BHA’s area of jurisdiction (Brunswick and 10 miles outside of Brunswick) for the last six months.
  - B. The BHA will verify a homeless preference by requiring applicants to acquire signed certifications from the appropriate individuals or agencies.
  - C. Applicants who have voluntarily contributed to or have created the relevant conditions to become eligible for a homeless preference will not be granted the preference. If an applicant is offered housing assistance and declines, the applicant is deemed to have contributed to their homelessness and will be placed back on the wait list with original date and time.
4. Applicants may claim a domestic violence or homeless preference when they initially apply or at any time while they are on the waiting list; however, either preference will not guarantee admission to any BHA program. Every applicant must meet the BHA’s criteria for admission as defined in this policy.
  5. As the time period for the wait list can be up to two years, applicants will be selected by date and time, with every third selection coming from applicants with a preference status.

#### **Section B. Selection From Waiting List/Income Targeting**

1. The Brunswick Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.
2. If there are not enough extremely low-income families on the waiting list the BHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **Section C. Evaluating Final Eligibility and Suitability Screening**

1. As an applicant reaches the top of the waiting list and is close to a unit offer,

- the applicant will be required to complete a Personal Declaration Form, as well as, an interview with a BHA staff person. Reasonable accommodation will be provided for persons with disabilities who are unable to attend an interview due to their disability.
2. The following items will be verified by third-parties to every extent possible to determine eligibility:
    - A. Type of family (elderly, family, disabled, etc.)
    - B. Income/assets of all family members
    - C. Appropriate allowances and/or deductions
    - D. Social Security numbers for all family members (age 6 and older)
    - E. Citizenship or immigration status of all family members
    - F. Local preference claim, if applicable (24 CFR 960.202(a))
  3. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Brunswick Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Brunswick Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
  4. The Brunswick Housing Authority will consider objective and reasonable aspects of the family's background which may include the following:
    - A. History of meeting financial obligations, especially rent (this may include a credit check of the head, spouse and co-head or a rental history check on all adult family members) ;
    - B. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
    - C. History of disturbing neighbors or destruction of property;
    - D. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary

manner. This inspection considers cleanliness and care of rooms, and appliances;

- E. History of criminal activity by any household member, including live-in aides, following the procedures as outlined in Section F. of this chapter.
5. The BHA will not reject an applicant because he or she has a disability or for reasons that may be overcome by a reasonable accommodation of the applicant's disability. If such an applicant cannot provide customary information requested such as landlord references and credit reports, the BHA will consider other sources of information such as personal references, institutions where the applicant lived, doctors, therapists and service agency personnel.
  6. The same standards of tenant suitability used for applicants will be used for a person or persons joining a family already in occupancy (24 CFR 960.203(b)).

#### **Section D. Denial of Admission**

1. Denials fall into two categories: Those that HUD requires (mandatory) and those that housing authorities determine (permissible).
2. Mandatory denials of assistance relative eligibility requirements are as follows:
  - A. Admission must be denied if the family does not meet the social security number disclosure, documentation and certification requirements.
  - B. Admission must be denied if the family does not submit evidence of citizenship or eligible immigration status based on noncitizen rules and regulations.
  - C. Admission must be denied for an applicant if any member fails to sign consent forms for obtaining information.
  - D. Admission must be denied if the family does not meet income eligibility requirements.
3. Mandatory denials relative drug abuse or other criminal activity:
  - A. The Brunswick Housing Authority will not admit an applicant to the program for three years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity (see Chapter 16, Glossary, for definition).

However, if the BHA determines the evicted household member who engaged in drug-related criminal activity has successfully completed

a supervised rehabilitation program approved by the BHA, or the circumstances leading to the eviction no longer exist (the member has died or is in prison), the BHA may admit the household.

- B. The Brunswick Housing will not admit a household to the program if any member of the household is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to the peaceful enjoyment of the premises by other residents. The BHA will determine if a household member is “currently engaged” with controlled substances or abusing alcohol if the person engaged in the behavior recently enough to justify the belief that the behavior is current.

However, if the BHA determines the household member engaged in the behavior has completed a supervised drug or alcohol rehabilitation program, is currently participating in a supervised drug or alcohol rehabilitation program, or can demonstrate to the BHA’s satisfaction that the household member is no longer engaging in drug-related activity or abusing alcohol, the BHA may admit the household.

- C. The Brunswick Housing Authority will not admit a household to the program if any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. This denial is immediate and permanent.
- D. The Brunswick Housing Authority will not admit a household to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. This denial is immediate and permanent.

4. Permissible denials include:

- A. The Brunswick Housing Authority may prohibit admission of a household if it is determined that any member of the household is currently engaged in, or has engaged in, during a reasonable time before admission one or more of the following behaviors: violent criminal activity (defined in Chapter 16, Glossary), or criminal activity that may threaten the health or safety of the owner, property management staff or BHA employees, contractors, subcontractors or agents. This denial can be determined based on a “preponderance of evidence” (defined in Chapter 16, Glossary).

If admission was denied, the BHA may reconsider the applicant if there is sufficient evidence that members of the household are not currently engaging in such criminal activity or have not engaged in such activities during a reasonable period prior to admission. “Sufficient evidence” is

a certification by a household member with supporting documentation (verified by the BHA) from a probation officer, landlord, neighbors, social service agency workers or criminal records.

- B. If any member of the family has been evicted from federally assisted housing in the last five years; or
  - C. If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program; or
  - D. If the family owes rent or other amounts to the BHA or to another housing authority; or
  - E. If the family breaches an agreement with the BHA to pay amounts owed to the BHA or amounts paid to an owner by the BHA.
- (The BHA may offer a family the opportunity for a repayment agreement with the BHA prescribing the terms of the agreement.)
- 5. Any BHA denial decisions for a family that includes a disabled person will be subject to consideration of reasonable accommodations (24 CFR Part 8).
  - 6. When determining denial of assistance, the BHA will take into consideration circumstances including the seriousness of each case, the extent of participation of family members, and the effect of such denial would have on other members of the family.
  - 7. All decisions to deny admission will be consistent with fair housing and equal opportunity provisions (24 CFR 5.101)

#### **Section E. Criminal Records and Background Checks**

- 1. To aid in the denial for admission determinations, the Brunswick Housing Authority will conduct criminal background checks on all adult household members, including live-in aides. The BHA will use the report only for the purpose of applicant screening for admission.
- 2. All adult members of an applicant household will be required to submit a signed consent form for the BHA to conduct the background check (BHA form "Applicant Screening Authorization"). The consent form will be attached to the "Housing Applicant Screening Checklist".
- 3. This check will be made through the local law enforcement agency that has access to limited information from the NCIC Interstate Identification Index.
- 4. Should the report from the local law enforcement agency indicate further

- screening, the person who signed the form will be notified to submit a fingerprint card in order to obtain the full content of a criminal history report.
5. The BHA will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.
  6. The BHA may only disclose the criminal records it receives to officers or employees of the BHA or authorized representative of the BHA with a job-related need to access the information (for example, a hearing officer conducting an administrative grievance hearing).
  7. The BHA will ensure that any criminal record received from a law enforcement agency will be maintained confidentially, not misused or improperly disseminated, and will be destroyed, once the purpose(s) for which the record was requested has been accomplished. This includes the expiration of the period for filing a challenge to the BHA action without institution of a challenge or final disposition of any such litigation.
  8. To verify the BHA conducts criminal background checks on all adult household members, the BHA will maintain the “Housing Applicant Screening Checklist” received from a law enforcement agency with the applicant’s file.
  9. An applicant will be given an opportunity to dispute the accuracy and relevance of a criminal record. Before denial of assistance, the BHA will provide an opportunity for an informal review and provide the applicant a copy of the criminal record before the informal review.

#### **Section F. Informal Hearings**

2. If the Brunswick Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Brunswick Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial. The Brunswick Housing Authority will describe how to obtain the informal review.
3. The informal review may be conducted by any person designated by the Brunswick Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Brunswick Housing Authority’s decision. The Brunswick Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

**Section G. Assignment of Bedroom Sizes**

1. The following guidelines will determine each family's unit size without overcrowding or over-housing:

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

2. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.
3. In determining bedroom size, the Brunswick Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.
4. In addition, the following considerations may be taken in determining bedroom size:
  - A. Determinations on children of the same sex sharing a bedroom will be made by considering a family's individual circumstances based on age of the children and availability of units.
  - B. Determinations of children of the opposite sex, both under the age of six, will be made by considering a family's individual circumstances and availability of units.
  - C. Adults and children will not be required to share a bedroom.
  - D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

- E. Live-in aides will get a separate bedroom.
5. Exceptions to normal bedroom size standards include the following:
- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Brunswick Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will not be ineligible for a larger size unit until the family size changes.
  - B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Brunswick Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
  - C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
  - D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

#### Section H. **Offer of a Unit**

1. When a unit becomes available, the Brunswick Housing Authority will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the income targeting goal.
2. The Brunswick Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Brunswick Housing Authority regarding the offer.
3. The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Brunswick Housing Authority will send the family a letter documenting the offer and the rejection. The letter documenting rejection of the unit will be kept with the family's application.

**Section I. Rejection of Unit**

1. If in making the offer to the family the Brunswick Housing Authority skipped over other families on the waiting list in order to meet their income targeting goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.
2. If the BHA did not skip over other families on the waiting list and the family rejects the unit without good cause, the family will be placed at the bottom of the waiting list with a new date and time of application. After a third refusal without good cause, the family's name will be removed from the list. This does not preclude the family from applying for assistance in the future.
3. If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). Refusals due to location alone do not qualify as a good cause exemption. The family will be offered the right to an informal review of the decision to alter their application status.

**Section J. Acceptance of Unit**

1. The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.
2. The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.
3. The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Brunswick Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

4. In family projects, the family will pay the greater of \$150.00 or one month's rent for a security deposit. In elderly projects, the security deposit will be \$150.00.
5. In exceptional situations, the Brunswick Housing Authority reserves the right to allow a new resident to pay their security deposit in a payment plan of monthly installments not to exceed 3 months.
6. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.
7. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

#### **Section K. Accessible Units**

1. Before offering a vacant accessible unit to a non-disabled applicant, the Brunswick Housing Authority will offer:
  - A. First, to a current occupant of another unit in BHA owned developments having a disability that requires the special features of the vacant unit.
  - B. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible unit to a non-disabled applicant, the Brunswick Housing Authority will require the applicant to sign an agreement to move to an available non-accessible unit when either a current resident or an applicant with a disability needs the unit. This requirement will be reflected in an addendum to the lease signed with the applicant.

**CHAPTER 5. DETERMINATION OF FAMILY INCOME****Section A. The Basics**

1. To determine annual income, the Brunswick Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Brunswick Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment. Determination of income takes place before a family is admitted to the PH program, then annually if the family is paying income-based rent and at least once every three years if family is paying flat rent.
2. Annual income means all amounts, monetary or not, that:
  - A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
  - B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - C. Are derived (during the twelve month period) from assets to which any member of the family has access; and
  - D. Are not specifically excluded from annual income.

**Section B. Annual Income Inclusions**

1. Annual income includes, but is not limited to:
  - A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  - B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
  - C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not

used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is proportionally reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular (consistent, i.e., weekly, monthly) contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

**Section C. Annual Income Exclusions**

1. Annual income does not include the following:
  - A. Income from employment of children (including foster children) under the age of 18 years;
  - B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
  - C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses or any lump sum that does not represent the delayed start of a periodic payment, including lottery winnings received in a single lump sum;
  - D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - E. Income of a live-in aide;
  - F. The full amount of student financial assistance paid directly to the student, whether full or part-time, including the head and spouse or co-head, or to the educational institution;
  - G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  - H. The amounts received from the following programs:
    1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. If a resident stipend exceeds \$200 a month, the entire amount must be included in annual income;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, non-recurring or sporadic income.
  - a. Temporary is employment lasting no longer than 180 days, not culminating in permanent employment, such as income payments from the U.S. Census Bureau,
  - b. Non-recurring or sporadic income includes income that cannot be anticipated or has no historic or stable pattern, such as gifts;
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of \$480 per adopted child;

#### I. Earned Income Disallowance

1. To qualify for EID, a family must already be residing in Public Housing and must experience an increase in annual income that is the result of **one** of the following three qualifying events:
  - a. New employment by a family member who was previously unemployed for one or more years. Includes a person who has earned in the previous 12 months no more than equivalent to working 10 hours per week for 50 weeks at minimum wage.
  - b. A family member whose income increases *during* the participation in any economic family self-sufficiency or other training program.
    - i. 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 such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).
  - c. A family member whose annual income increases, as a result of new employment or increased earnings during or within 6 months after receiving assistance, benefits or services under TANF.
    - i. The TANF program isn't limited to monthly income, but also includes such benefits and services and one-time payments, wage subsidies and transportation assistance, provided that the total amount over a 6-month period is at least \$500.
2. When a family first reports a potential EID qualifying event, the BHA will ensure the family qualifies by subtracting the family's re-qualifying annual income from the family's current annual income. If the result is zero or negative, the family does not qualify.

3. The Earned Income disallowance is a temporary disallowance and is limited to a lifetime 48 month period for each family:
  - a. Initial 12-month exclusion: During the cumulative 12-month period beginning when the family experiences an increase in income due to employment(the months do not have to be consecutive), all income earned as a result of such employment shall be excluded. The full exclusion period begins on the first month following the qualifying event.
  - b. Second 12-month exclusion: During the second cumulative 12-month period the family experiences an increase in income due to employment, 50% of income earned as a result of such employment shall be excluded.
  - c. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period.
  - d. However, each qualifying family member is only entitled to a total of 12 months of each disallowance (the initial 12-month exclusion and the second 12-month phased-in exclusion).
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps

- b. Payments to volunteers under the Domestic Volunteer Services Act of 1977
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Payments received under the Older Americans Act of 1985
- j. Payments from Agent Orange Settlement
- k. Payments received under the Maine Indian Claims Act
- l. The value of child care under the Child Care and Development Block Grant Act of 1990
- m. Earned income tax credit refund payments
- n. Payments for living expenses under the Americorps Program
- o. Additional income exclusions provided by and funded by the Brunswick Housing Authority
- p. Payments or allowances under JTPA, now referred to as Workforce Investment Act of 1998.
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran.
- r. Any amount of crime victim compensation under the Victims of Crime Act.

- s. 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.95-4333).

The Brunswick Housing Authority presently does not provide exclusions from income in addition to those already provided for by HUD.

#### **Section D. Assets and Asset Income**

1. An asset is something that has monetary value, such as cash, a savings account, stock in a company, a house, or a parcel of land
2. The BHA's first step in calculating a family's asset income is defining asset accessibility:
  - A. If the asset is revocable (can be amended or ended), it will be treated as an asset.
  - B. If the asset is non-revocable (cannot be amended or ended), it will not be treated as an asset; however, the BHA will make a determination of any income derived from the asset; i.e., lump sum or periodic payments.
3. The second step in calculating a family's asset income is determining the market value of each asset (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
4. The third step in calculating a family's asset income is determining the cash value of each asset and the total cash value of all family assets. The cash value of an asset is the verified market value minus any "reasonable costs" that would be incurred by a family when converting the asset to cash.
  - A. Reasonable costs that would be incurred when converting an asset to cash include, but are not limited to:
    - i. Penalties for premature withdrawal of funds,
    - ii. Broker and legal fees,
    - iii. Settlement costs for real estate transactions
5. The fourth step in calculating a family's asset income is determining the

- amount of income the assets are likely to produce, individually and collectively, over a 12-month period. When determining the actual anticipated income from an asset, any expenses that may be associated with owning the asset should be deducted (“expenditures for capital indebtedness” may not be used as a deduction).
6. The fifth step in calculating a family’s asset income is determining imputed asset income. This step is necessary **only** when the total cash value of the family’s assets is greater than \$5,000.
    - A. Imputed asset income is calculated by multiplying the total cash value of a family’s assets by the HUD passbook rate of interest.
  7. The BHA’s last step in calculating a family’s asset income is determining final asset income.
    - A. If the total cash value of the family’s assets is \$5,000 or less, then the final asset income is the total actual anticipated income from the family’s assets.
    - B. If the total cash value is greater than \$5,000, the final asset income is the **greater** of the total actual anticipated income or the imputed income from the family’s assets.

### **Treatment of Various Types of Assets**

1. At the time of admission, the BHA will use the average balance for the last six months in a **checking account** and the current balance for a **savings account** as its cash value using the actual interest rate paid by the bank or other financial institution at which the account is located.
  - a. At time of recertification: As an asset of \$5000 or less would have a minimum impact on a family’s total tenant payment, it would not be cost effective to use BHA’s administrative staff time, or financial institution’s staff time, to facilitate 3<sup>rd</sup> party verification. Those assets will be verified through review of current original documents provided by the family. The documents will be placed in their file.
2. The BHA will calculate anticipated income on a **fixed-rate, fixed-term CD** by multiplying the market value (the amount originally deposited plus any re-invested interest already paid into the account), by the fixed rate of interest actually paid on the account.
3. The market value of **stocks, bonds, and other investment accounts** vary from day to day. The BHA will use current circumstances to determine both the value of an asset and the anticipated income from the asset.
  - A. Anytime current circumstances are not used to determine asset income,

a clear rationale for the decision will be documented in the file. (In such cases, the family may present information and documentation showing why the asset income determination does not represent the family's anticipated asset income.)

4. Interest or dividends paid on an **investment account** are counted as actual income from the investment even when the money is reinvested.
5. Expenses such as management fees, broker or transaction charges, sales commissions, etc. will be deducted when anticipated income is determined for **investment accounts**.
6. The BHA will use the cash surrender value of **whole life and universal life policies**. (The cash surrender value is determined by deducting any withdrawal penalties.)
7. To determine the cash value of **real property**, the BHA verifies the market value, then deducts any mortgage balance, brokers fees, legal fees or settlement costs.
  - A. If the property is considered a family asset, the net rental income is reported by deducting the following expenses from the gross rental income:
  - B. Maintenance, insurance, property taxes, interest portion of mortgage payment, utilities, and any other expenses applicable.
8. If the family sells a piece of real estate and loans money to the purchaser through a **mortgage or deed of trust**, the mortgage or deed of trust held by the family is considered a family asset.
  - A. Payments on a mortgage or deed of trust may be received as one combined payment that includes interest and principal. These combined payments must be separated into their interest and principle components by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage or deed of trust.
  - B. The interest portion of the payments on a mortgage or deed of trust is the actual anticipated income from the asset. (The principal portion is reimbursement of cash invested by the family member and not included in annual income.)
9. A family member's **employer-sponsored pension or retirement account** is considered an asset if the money is accessible to the family member.
  - A. While an individual is employed, the BHA will count as an asset only those amounts the family can withdraw without retiring or terminating

employment.

- B. After retirement, the BHA will include in annual income any benefits received through periodic payments from a retirement or pension fund.
10. **Individual retirement accounts (IRAs), Keogh accounts, and similar retirement savings accounts** are counted as assets even though premature withdrawal would result in a penalty.
- A. Annual fees for maintaining the accounts and other fees, such as sales or transaction fees are deducted from any income that the accounts generate when anticipated income is determined.
11. **Annuities** (a contract sold by an insurance company to provide payments, usually to a retired person, at specified intervals).
- A. When the balance in an annuity cannot be withdrawn, the BHA **will not** treat the annuity as an asset. However, any regular payments from the annuity **will be** treated as regular income to the extent that they exceed amounts invested by the holder.
  - B. When the balance in an annuity can be withdrawn, the BHA will treat the annuity like any other asset:
  - C. The cash value will be the market value of the annuity minus the surrender (or withdrawal ) penalty and any tax penalties that would be due.
  - D. The actual income will be the balance in the annuity time the rate (either fixed or variable) at which the annuity is expected to grow over the coming year. (This money will be reinvested into the annuity, but it is still considered actual income.)
12. A **trust** is a legal arrangement generally regulated by state law in which one party (grantor) transfers property to a second party (trustee) who holds the property for the benefit of one or more third parties (beneficiaries). The trust can contain cash or other liquid assets or real or personal property that could be turned into cash.
- A. If any member of a family has the right to withdraw the funds in a trust (**accessible trust**), the BHA will consider the trust to be an asset and treat it like any other asset.
  - B. If no family member has access to a trust (**inaccessible trust**), at the current time, the BHA will not consider the trust to be an asset.
  - C. In the case a trust is not accessible to a family member, but the family

member (as beneficiary) receives income from the trust, the treatment of the income depends on the method of distribution:

- D. Any amount the family member receive in a lump sum is treated as a lump sum receipt (see #21).
  - E. Any amounts distributed to the family member in the form of periodic payments are counted as income (see #22).
13. **Non-revocable Trusts as assets disposed of for less than Fair Market Value:**  
If an applicant or participant sets up a non-revocable trust for the benefit of another person, the BHA will consider the trust an asset disposed of for less than fair market value.
- A. If the trust has been set up so that income from the trust is regularly reinvested in the trust and is not paid back to the grantor, the BHA will treat the trust like any other asset disposed of for less than fair market value for two years and not take into consideration thereafter.

### *Special Asset Issues*

1. If an **asset is owned by more than one person** and any family member has unrestricted access to the asset, the BHA 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.)
2. 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, the BHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the BHA will prorate the asset evenly among all owners.
3. **Assets disposed of for less than Fair Market Value** during the two years prior to the effective date of examination or reexamination are counted in the determination of family annual income.
  - A. These assets include cash gifts, property, and most assets when placed in non-revocable trusts.
  - B. Current business assets are **not** counted in the determination of family annual income, but business assets disposed of for less than fair market value **are** counted.
  - C. Assets disposed of under the following circumstances are **not** considered assets disposed of for less than fair market value:

- D. In a foreclosure or bankruptcy sale
  - E. As part of a separation or divorce settlement when the individual disposing of an asset receives “important consideration not measurable in dollar terms” (where court determines the value).
4. Instead of counting the full cash value of a **disposed asset**, the BHA will count the difference between the cash value of the asset and the amount actually paid to the family.
  5. **Assets disposed** of for less than fair market value produce no actual income for a family; therefore, the BHA will impute income to these assets if the total cash value of all family assets exceeds \$5,000.
  6. The period during which an **asset disposed** of for less than fair market value must be counted ends two years after the date of disposition. When the two-year period expires, any income assigned to the disposed asset is no longer counted.
  7. The BHA 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 (e.g., cash gifts of nominal value, small donations to churches or charitable organizations).
  8. To ensure full disclosure of **disposed assets**, the BHA will require families to sign declarations when they are admitted to the Public Housing program and at each annual reexamination. The declaration will enable the family to provide the information required to value any assets disposed of for less than fair market value within the last two years, or to certify they have not disposed of any assets for less than fair market value during that period.
  9. 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, when they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).
  10. A **lump sum** for a deferred periodic payment (such as unemployment and disability compensation, workers compensation, child support and severance pay) is included in annual income. The exception to the deferred period payment rule is a lump sum for the delayed start of Social Security or SSI benefits, or a lump sum or prospective monthly amounts of deferred disability benefits from the Department of Veterans Affairs. Lump sums for the delayed start of these payments are **not** included in annual income and only become assets if the lump sum is put into a savings account or CD.

11. The BHA does not require families to report interim increases in assets; they can report **lump sum** receipts at the next annual reexamination.

**Assets do not include:**

1. Necessary items of personal property, such as furniture, clothing, and automobiles.
2. Interest in Indian trust lands
3. The value of a home being purchased through the HCV Homeownership Program (limited to the first 10 years after the purchase of the home)
4. Assets that are part of an active business or farming operation (only if real estate is a family member's main occupation).

**Section E. Adjusted Income**

The following deductions will be made from annual income:

1. **Dependent:** \$480 for each family member who is:
  - a. under the age of 18,
  - b. a person with disabilities, or
  - c. a full-time student
2. **Elderly or Disabled Family:** \$400 for any elderly family or disabled family
  - a. an elderly family is a family in which the head, spouse, co-head or sole member is 62 years of age or older,
  - b. a disabled family is a family in which the head, spouse, co-head or sole member is a person with disabilities,
  - c. each family is only entitled to one deduction, even if it qualifies both as an elderly family and a disabled family.
3. **Medical Expense:** This expense is limited to families whose head, spouse, co-head, or sole member is at least 62 years of age or is a person with disabilities. If a family is elderly or disabled, the medical expenses of all family members, including children and nonelderly adults, are considered.

1. The medical expenses must be anticipated (regular, ongoing expenses that a family expects to pay in the upcoming 12 months).
2. They must be unreimbursed (not covered by an outside source such as insurance).
3. The portion deducted is that portion of annual unreimbursed medical expenses that exceeds 3 percent of the family's annual income.

Examples of medical expenses may include:

- services of doctors and health care professionals
- services of health care facilities
- medical insurance premiums
- prescription medicines (not nonprescription, even if recommended by doctor)
- transportation to treatment
- dental expenses, eyeglasses, hearing aids, batteries
- surgery and medical procedures that are necessary, legal, non-cosmetic
- monthly payment on accumulated medical bills
- medical care of a permanently institutionalized family member **if** his/her income is included in annual income

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

4. **Disability Assistance Expense:** This deduction is not limited to disabled families; any family with a disabled member may qualify. This deduction includes costs for *attendant care* or *auxiliary apparatus* items for persons with disabilities and must be necessary to enable at least one adult family member to work (could be the person with disabilities).
  - a. *Attendant care* may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities and similar care.

b. *Auxiliary apparatus* items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals, etc. They may include the cost of maintenance and upkeep for such items.

c. Disability assistance expenses must:

- i. be anticipated (regular, ongoing expenses that a family expects to pay in the upcoming 12 months),
- ii. not be reimbursed by an outside source, such as an insurance company,
- iii. not be paid to any member of the assisted family,
- iv. be limited to amounts that exceed 3 percent of a family's income,
- v. be reasonable.

d. If a disability assistance expense enables more than one person to be employed, the income of all persons will be combined to determine the 53% threshold.

e. If a family qualifies for both medical expenses and disability assistance expenses, the BHA will use a special calculation to insure the family's portion that exceeds 3% of annual income is only applied one time.

- i. As the disability assistance expense is limited by the amount earned by the person that is enabled to work, that expense must be calculated before the allowable medical expenses are calculated.
- ii. When the disability assistance expenses exceeds the amount earned by the person who was enabled to work, the allowance for the disability assistance expense is capped at the amount earned by that family member. If the family is also eligible for the medical expense deduction, the 3% is typically exhausted in the first calculation and not applied.
- iii. When the family's disability assistance expenses are less than the 3% of annual income, the family will receive no deduction for the disability assistance expense; however, the medical expense deduction will be equal to the amount by which the sum of both disability and medical expenses exceed 3% of annual income.

5. **Child Care Expense Deduction:** Child care expenses are defined as amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) 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. When the childcare is necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

a. The BHA will not decide who will provide child care, what type of care the children are receiving and will not refuse to give a family the child care expense deduction because there is an unemployed adult family member in the household that may be available to provide the care.

b. The cap on child care expenses applies only when the expenses enable a family member to work. The cap does not apply if the expenses enable a family member to seek work or to further his or her education:

i. When child care expenses enable more than one member of the family to work, “the person enabled to work” will be the lowest paid individual.

ii. When child care expenses enable a family member to work and go to school, the BHA will prorate the child care expenses to correspond to the hours the family member works with the amount earned during those hours.

iii. As the earnings cap apply to both disability assistance and child care expenses when enabling a family member to work, the same employment income will not be used to justify both expenses. The sum of both child care and disability assistance expenses may not exceed the employment income of the family member enabled to work.

**CHAPTER 6. VERIFICATION****Section A. Introduction**

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

**Section B. Process of Obtaining Verification**

1. When determining eligibility for admission and continued eligibility during occupancy, the BHA will complete a personal declaration form with information supplied by the family. All information will be verified by the BHA to determine the family's total tenant payment.
2. To obtain legal identity for family members, age and relationships, the following documentation may be used:
  - a. Certificate of Birth, naturalization papers
  - b. Church issued baptismal certificate
  - c. Current, valid Driver's License
  - d. U.S. Military Discharge (DD214)
  - e. U.S. Passport
  - f. Department of Motor Vehicles Identification Card
  - g. Health and Human Services ID
  - h. Adoption papers
  - i. School records
  - j. Custody agreement
  - k. Voter registration card
3. Verification for family annual income, the value of assets, expenses related to deductions from annual income and other factors affecting the determination of adjusted income will be verified by several methods of third party verification.
4. The first method, Upfront Income Verification, is obtaining verification through:
  - a. computer matching agreements with a federal, state, or local government agency, or a private agency;
  - b. use of HUD's Tenant Assessment Subsystem (TASS); or

- c. submission of direct requests for income verifications to a federal, state, or local government agencies or a private agency.
5. If upfront income verification is not available or the data is disputed by the tenant, the BHA will use the second method of written third party verification. This is obtaining verification by mailing, faxing, or emailing a verification form directly to the independent income/expense source(s) and having the source return the form directly to the BHA.
6. If independent sources do not respond to the BHA's faxed, mailed or e-mailed request for information within 10 business days, the BHA will use the third method of oral third party verification by contacting the independent source(s) supplied by the family via telephone. The call will be documented in the tenant file, the date and time of the call, the name of the person contacted and telephone number, along with the confirmed verified information.
7. When neither form of third party verification can be obtained, the BHA will accept documents such as consecutive and original pay stubs, W-2 forms, Social Security award letters, bank statements, pension benefit statements, TANF award letters, and/or other official and authentic documents from a Federal, State or local agency from the family.
8. The last form of verification the BHA will accept from the family is a notarized statement or affidavit of reported income and/or expenses. This method is only used when all other methods of verification are not possible.
9. The BHA will use a "Verification Checklist" to track the verification process. The checklist will document the reason(s) when third party verification was not available.
10. In the case of verifying income, the checklist will show the BHA made at least two documented attempts to obtain third party verification with no luck or that the income source does not have the capability to provide written or oral third party verification.
11. In the case of verifying assets and expenses, the checklist will show the BHA made at least two documented attempts to obtain third party verification with no luck or that the asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

Due to the minimal impact on a family's total tenant payment, the BHA has established any asset amount under \$5000 an exception to obtaining third party verification and will identify it as such on the "Verification Checklist".

12. For families housed as a result of displacement from a designated disaster, the BHA will accept tenant supplied documentation for up to 90 days before

conducting a full income verification and rent determination. Households displaced by disaster which can not provide verification of income from a third party source **AND** is receiving assistance with rent payments from other sources shall be charged no more than the flat rent as established by the BHA.

**Section C. Types of Verification**

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

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the BHA’s written request for information, the BHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the BHA may accept original documents such as consecutive pay stubs (HUD recommends the BHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family’s total annual income from earnings. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The BHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The BHA mails the form to SSA and the statement will be sent to the address the BHA specifies on the form.			
	Use of HUD systems, when available.				

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
<p><b>Verification of Employment Income:</b> The BHA will obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.</p> <p><b>Effective Date of Employment:</b> The BHA will confirm start and termination dates of employment.</p>					
Self-Employment	Not Available	The BHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The BHA may call the source to obtain income information.	The BHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not obtained.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family’s total annual income from self-employment. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
<p><b>Verification of Self-Employment Income:</b> Typically, it is a challenge to obtain third party verification of self-employment income. When third party verification is not available, the BHA will request a notarized tenant declaration that includes a perjury statement.</p>					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The BHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages the use of TASS.)</b>	The BHA may call SSA, with the tenant on the line, to obtain current benefit amount. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages the use of TASS.)</b>	The BHA may accept an original SSA Notice from the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The BHA may call the local Social Services Agency to obtain current benefit amount.	The BHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The BHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The BHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The BHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The BHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
	Use of HUD systems, when available.				

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The BHA may call the pension provider to obtain current benefit amount.	The BHA may review an original benefit notice from the pension provider provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The BHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The BHA may call the source to obtain asset and asset income information.	The BHA may review original documents provided by the tenant. <b>Note: The BHA must document in the tenant file, the reason third party verification was not available.</b>	The BHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. <b>Note: The BHA must document in the tenant file, the reason third party verification was not available.</b>
<b>Comments</b>	Whenever HUD makes available wage, unemployment, and SSA information, the BHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	<b>Note:</b> The independent source completes the form and returns the form directly to the BHA. Agency. The tenant should not hand carry documents to or from the independent source.	The BHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The BHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. <b>Notarized statement should include a perjury penalty statement.</b>

**Section D. Verification of Citizenship or Eligible Non-citizen Status**

1. To determine if family members are U.S. citizens or an eligible non-citizen, the BHA has every applicant family read, fill out and sign a Declaration of Section 214 Status.

2. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Public Housing.
3. Any family member who does not choose to declare their status will be documented as such in the applicant file.
4. If no family member is determined to be eligible under this Section, the family's admission will be denied.
5. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.
6. If the Brunswick Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of termination.

#### **Section E. Verification of Social Security Numbers**

1. Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.
2. The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Brunswick Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.
3. If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.
4. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the

verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### **SECTION F. TIMING OF VERIFICATION**

1. Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. In the event a tenant hand delivers verification to the BHA, the verification must be dated within 60 days.
2. When an interim reexamination is conducted, the Housing Authority will verify and update those elements reported to have changed.

#### **Section G. Frequency of Obtaining Verification**

1. For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.
2. Verification of Social Security numbers will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## CHAPTER 7. DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

### Section A. Family Choice

1. At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.
  - A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
  - B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
    1. The family's income has decreased.
    2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
    3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### Section B. The Formula Method

1. The total tenant payment is equal to the highest of:
  - A. 10% of monthly income;
  - B. 30% of adjusted monthly income; or
  - C. The welfare rent.
2. The family will pay the greater of the total tenant payment or the minimum rent of \$25.00.
3. In the case of a family who has qualified for the income exclusion in Chapter 5, Section C. 1. H. 11., upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

**Section C. Minimum Rent**

1. The Brunswick Housing Authority has set the minimum rent at \$25.00. However if the family requests a hardship exemption, the Brunswick Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.
  - A. A hardship exists in the following circumstances:
    1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
    2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
    3. When the income of the family has decreased because of changed circumstances, including loss of employment;
    4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
    5. When a death has occurred in the family.
  - B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
  - C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Chapter 13 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
  - D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **Section D. The Flat Rent**

1. The Brunswick Housing Authority has set a flat rent for each public housing unit in accordance with Section 210 and 243 of Title II of P.L. 113-76, the Consolidated Appropriations Act of 2014. The amount of the flat rent will be reevaluated annually and adjustments applied if necessary due to changes in the Fair Market Rent. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.
2. The Brunswick Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

#### **Section E. Rent for Families Under the Non-citizen Rule**

1. A mixed family will receive full continuation of assistance if all of the following conditions are met:
  - A. The family was receiving assistance on June 19, 1995;
  - B. The family was granted continuation of assistance before November 29, 1996;
  - C. The family's head or spouse has eligible immigration status; and
  - D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.
2. If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Brunswick Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Brunswick Housing Authority will provide additional search periods up to the maximum time allowable.

3. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.
4. The family's assistance is prorated in the following manner:
  - A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Brunswick Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
  - B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
  - C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
  - D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

#### **Section F. Utility Allowance**

1. The Brunswick Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Brunswick Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.
2. The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Brunswick Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.
3. For Brunswick Housing Authority paid utilities, the Brunswick Housing Authority will monitor the utility consumption of each household. Any

consumption in excess of the allowance established by the Brunswick Housing Authority will be billed to the tenant monthly.

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

### ***SECTION G. PAYING RENT***

1. Rent may be paid by any of the following means: cash, personal check, money order, third party disbursements such as direct payment from the Department of Human Services, or certified bank check. The BHA does not accept credit cards, debit cards, or third party checks endorsed to the BHA.
2. All rent shall be paid directly at the BHA's administrative offices at 12 Stone Street, P.O. Box A, Brunswick, Maine, 04011 either by mail or in person. Under no circumstances is payment to be made at any other office or given to any other staff person except those located at the administrative office.
3. All tenant rents are due and payable on the first day of each month in advance. If payment is not received by the 6<sup>th</sup> of the month, the tenant will receive a "Reminder of Late Rent".
4. If payment is not received by the 14<sup>th</sup> of the month, the tenant receives:
  - A. Notice of Lease Termination
  - Right to Cure
  - Right to Grievance Procedure
5. Payment schedules may be arranged in accordance with the BHA "Rent and Sundry Collection Policy".
6. If rent is not paid by the expiration of the 14 day notice or a resident has not executed an agreement to pay rent by the expiration of the 14 day Notice, eviction proceedings will commence against the resident. Failure to meet the obligations agreed to in a payment schedule will also lead to eviction proceedings against a resident.

**CHAPTER 8. CONTINUED OCCUPANCY AND COMMUNITY SERVICE****Section A. Introduction**

1. In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

**Section B. Exemptions**

1. The following adult family members of tenant families are exempt from this requirement.
  - A. Family members who are 62 or older
  - B. Family members who are blind or disabled
  - C. Family members who are the primary care giver for someone who is blind or disabled
  - D. Family members engaged in work activity
  - E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
  - F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

**Section C. Notification of the Requirement**

1. The Brunswick Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.
2. The Brunswick Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for

family members to claim and explain an exempt status. The Brunswick Housing Authority shall verify such claims.

3. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **Section D. Volunteer Opportunities**

1. Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.
2. Together with the resident advisory councils, the Brunswick Housing Authority may create volunteer positions.

#### **Section E. The Process**

1. At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Brunswick Housing Authority will assess whether each applicable adult family member is in compliance with the community service requirement.

#### **Section F. Notification of Non-compliance with Community Service Requirement**

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

#### **Section G. Opportunity for Cure**

1. The Brunswick Housing Authority will offer the family member(s) the opportunity

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

2. If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Brunswick Housing Authority shall take action to terminate the lease.

## CHAPTER 9. RECERTIFICATIONS

### Section A. Introduction

1. At least annually, the Brunswick Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine the rent the family will pay and whether the family is housed in the correct unit size.

### Section B. General

1. The Brunswick Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination stating the following:
  - A. The family has the option of selecting either the flat rent or formula method. The BHA representative conducting the interview will provide sufficient information to make an informed choice.
  - B. For families paying the formulas method, forms will be included for completion in preparation for the interview.
  - C. Instructions permitting the family to reschedule the interview if necessary.
  - D. For families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

### Section C. Missed Appointments

1. If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Brunswick Housing Authority taking eviction actions against the family.

### Section D. Flat Rents

1. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent in lieu of completing the reexamination process and having their rent based on the formula amount.

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

#### **Section E. The Formula Method**

1. During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.
2. Upon receipt of verification, the Brunswick Housing Authority will determine the family's annual income and will calculate their rent as follows.
3. The total tenant payment is equal to the highest of:
  - A. 10% of monthly income;
  - B. 30% of adjusted monthly income; or
  - C. The welfare rent.
4. The family will pay the greater of the total tenant payment or the minimum rent of \$25.00.

#### **Section F. Effective Date of Rent Changes for Annual Reexaminations**

1. The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.
2. If the rent determination is delayed due to a reason beyond the control of the

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

### **Section G. Interim Reexaminations**

1. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.
2. Families will be required to report any increase or decrease in income or any increase or decrease in allowable expenses between annual reexaminations.
3. Families are required to report the following changes to the Brunswick Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes may trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.
  - A. A member has been added to the family through birth or adoption or court-awarded custody.
  - B. A household member is leaving or has left the family unit.
  - C. Increase or decrease in income and/or allowable expenses, with the exception of Social Security, SSI, or Pension annual cost of living increases which will be addressed at the annual reexam.
4. In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Brunswick Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the

family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section I. of this chapter.

#### **Section H. Special Reexaminations**

1. If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Brunswick Housing Authority may schedule special reexaminations every thirty (30) days until the income stabilizes and an annual income can be determined.

#### **Section I. Effective Date of Rent Changes due to Interim or Special Reexaminations**

1. Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).
2. If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.
3. If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **CHAPTER 10. Unit Transfers**

### **Section A. Objectives of the Transfer Policy**

1. The BHA adopted the following Transfer Policy to eliminate unnecessary expenses due to excessive transfers:
  - A. To address emergency situations.
  - B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
  - C. To facilitate a relocation when required for modernization or other management purposes.
  - D. To facilitate a request for a reasonable accommodation.

### **Section B. Categories of Transfers**

1. Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.
2. Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.
3. Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Brunswick Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Brunswick Housing Authority when a transfer is the only or best way of solving a serious problem.

### **Section C. Documentation**

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

### **Section D. Cost of the Family's Move**

1. The cost of the transfer generally will be borne by the family in the following circumstances:
  - A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
  - B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
  - C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
  - D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
2. The cost of the transfer will be borne by the Brunswick Housing Authority in the following circumstances:
  - A. When the transfer is needed in order to carry out rehabilitation activities; or
  - B. When action or inaction by the Brunswick Housing Authority has caused the unit to be unsafe or inhabitable.
3. The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### **Section E. Tenants in Good Standing**

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

#### **Section F. Right of the BHA Housing Authority in Transfer Policy**

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

**CHAPTER 11. INSPECTIONS****Section A. Introduction**

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

**SECTION B. MOVE-IN INSPECTIONS**

1. The Brunswick Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. The original inspection will be placed in the tenant file.

**SECTION C. ANNUAL INSPECTIONS**

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

**SECTION D. PREVENTATIVE MAINTENANCE INSPECTIONS**

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

**SECTION E. SPECIAL INSPECTIONS**

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

**Section F. Housekeeping Inspections**

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

**SECTION G. NOTICE OF INSPECTION**

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

**SECTION H. EMERGENCY INSPECTIONS**

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

**SECTION I. MOVE-OUT INSPECTIONS**

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

**CHAPTER 12. PET POLICY****Policy Governing the Keeping of Pets in BHA Owned Family Public Housing Developments****I. Types of Pets**

**Perryman Drive:** The following types of pets are allowed: Dogs, cats, caged birds, fish, and domesticated rodents such as hamsters. **See further clarification in Section IV. A.**

**All pets must be registered with the Authority office before being brought onto the premises.**

**II. Fees and Deposits**

- A.** Owners must provide the Brunswick Housing Authority a pet deposit to cover any and all damages resulting from pet ownership. The deposits shall be as follows:

Fish, Birds, & Caged Rodents:	\$ 50.00
Dogs & Cats	\$200.00

- B.** Due to the increased management costs associated with pets in public housing, the BHA will also require a pet fee to cover these expenses: These expenses include verifying pet vaccinations and that they have been neutered or spayed; dealing with issues that will arise as the result of pets being in the buildings and on the premises; and ensuring the pets are being cared for and their waste is being disposed of appropriately.

The following fees shall apply:

Fish, Birds & Caged Rodents:	\$10.00
Dogs & Cats	\$75.00

**III. Certifications**

- A.** Tenant agrees to provide the Authority, prior to the time the pet is brought on the premises, with a veterinary certification stating that the pet is in good health, that it has been neutered or spayed, that it has been immunized against rabies, distemper, heartworm, and any other ailment as may be required by law. Tenant agrees to renew said certification annually.
- B.** Tenant agrees to provide the Authority with a signed agreement naming two (2) persons or entities accepting responsibility to act as temporary or permanent caretaker for the pet if tenant is unable to care for it. This agreement must also be signed by the caretaker. Tenant agrees to permit the Authority, at its discretion, to implement this

agreement if the pet is not properly cared for, shows signs of abuse, or is a source of damage or disturbance to the premises, or other tenants.

- C. The signed agreement referenced in paragraph B above is optional for person with disabilities requiring a service animal. Should an emergency or situation arise, and there is no person to take possession of the service animal, proper animal control authorities will be called.
- D. Tenant shall provide a copy of all licenses and immunizations that are required by law.

#### **IV. Number & Size of Pets (does not apply to Service Animals – See Section VI.)**

A. BHA will allow only common household pets. This means only domesticated animals such as a dog; cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include ferrets, reptiles (except turtles), wild or feral animals such as skunks and foxes, or farm animals such as ducks, baby chicks, or pot bellied pigs. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

B. All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

**Only one pet per unit will be allowed, except a tenant may have more than one caged bird, more than one fish in an aquarium, or up to two caged hamsters, guinea pigs or white mice.**

**Any animal deemed to be potentially harmful to the health or safety of others, including Rottweiler, Staffordshire terriers, pit bulls, and attack or fight trained dogs, will not be allowed.**

**No animal may exceed thirty (30) pounds in weight projected to full adult size.**

#### **V. Other Requirements**

- A. The tenant shall make provisions for care of the pet while he/she is absent from the apartment. If it is determined that pets have been abandoned or are being neglected in a way which is harmful to the pet, the BHA reserves the right to intervene and contact the proper authorities. Intervention may include entering the unit and removing the pet.
- B. Tenant agrees the Brunswick Housing Authority is not responsible in any way for illness or injury to the pet. The pet and the apartment shall be kept free of fleas, ticks,

or other vermin. Should anti-pest measures be required, (1) the cost shall be borne by the tenant, and (2) the Authority shall not be liable for any effects of those measures upon the health of the pet. Tenant agrees to be completely responsible for the care and cleanliness of the pet, both inside and outside the building or apartment areas.

- C. The Authority may establish buffer zones around tenants suffering medically-documented allergies to pets. Tenant agrees that if other tenants or employees of the Authority develop allergies resulting from the pet, tenant will voluntarily relinquish habitation of the pet on Authority premises.
- D. Notwithstanding the above rules, no cats shall be allowed in any indoor common area of any project or on any elevators at the same time as any other tenant is occupying those areas.
- E. Cat owners shall be required to have a litter pan. Owner must separate waste from litter daily and litter must be changed at least twice a week. Cat litter and waste must be disposed of by first placing it in a paper bag, then placing the paper bag in a heavy duty plastic bag for disposal into a dumpster. Tenant will keep all kitty litter material out of the sanitary drain lines and trash chutes. Tenant will be responsible for any damage caused by such materials getting into the plumbing, compactor, or carpeting.
- F. Any other tenant, or employee of the Authority, who considers a pet to be a nuisance so as to disturb the peace and quiet of the area, a menace or vicious to persons, property or other pets, may make a complaint to a law enforcement officer, and a copy of that complaint will be kept on file with the Authority.

## VI. Special Accommodations

- A. Persons requiring service or support animals for assistance with disabilities such as seeing eye dogs shall not be required to pay the stated fees and deposit. However, they shall still be responsible for damages caused by the animal and may still be subject to the required certifications as stated in section III. The BHA will review this policy as necessary to provide for reasonable accommodations to residents and may waive any and all requirements in order to make such accommodations. **Those requesting reasonable accommodations shall be required to submit a written request prescribed by the BHA (see attachment B) prior to the animal's arrival into the dwelling unit. The BHA reserves the right to determine if the accommodation is necessary and appropriate.**
- B. Service animal is not a pet; the definition of a service animal is:

**I.** Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner or licensed social worker; or

**II.** Any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items. 5 M.R.S.A. § 4553(9-D).

## **VII. Compliance**

Having a pet is a special privilege and requires total compliance with all provisions of this policy. Failure to comply with all provisions of this policy could result in removal of the pet and/or eviction.

### **Policy Governing the Keeping of Pets in BHA Elderly/Disabled Owned Public Housing Developments**

#### **I. Types of Pets**

**Woodlawn Towers & Terrace:** The following types of pets are allowed: household cats, caged birds, fish and domesticated rodents such as hamsters. **Please note: Dogs are PROHIBITED except as noted in Section VI A\*.**

\*Note: Due to concerns about health and safety, dogs are prohibited from all BHA elderly & disabled properties. The residents of Woodlawn Towers & Terrace both adopted resolutions requesting the Board of Commissioners to prohibit dogs. The Board has considered their request and is in agreement. **However this prohibition is subject to Section VI A. concerning special accommodations.**

**All pets must be registered with the Authority office before being brought onto the premises.**

#### **II. Fees and Deposits**

**A.** Owners must provide the Brunswick Housing Authority a pet deposit to cover any and all damages resulting from pet ownership. The deposits shall be as follows:

Fish, Birds, & Caged Rodents:	\$ 50.00
Cats	\$200.00

**B.** Due to the increased management costs associated with pets in public housing, the BHA will also require a pet fee to cover these expenses: These expenses include verifying pet vaccinations and that they have been neutered or spayed; dealing with

issues that will arise as the result of pets being in the buildings and on the premises; and ensuring the pets are being cared for and their waste is being disposed of appropriately.

The following fees shall apply:

Fish, Birds & Caged Rodents:       \$10.00

Cats   \$75.00

The fees will be effective January 1, 1999. Any existing resident who currently has a pet in accordance with the BHA's previous Pet Policy shall be exempt from the fee.

### **III. Certifications**

**A.** Tenant agrees to provide the Authority, prior to the time the pet is brought on the premises, with a veterinary certification stating that the pet is in good health, that it has been neutered or spayed, that it has been immunized against rabies, distemper, heartworm, and any other ailment as may be required by law. Tenant agrees to renew said certification annually.

**B.** Tenant agrees to provide the Authority with a signed agreement naming two (2) persons or entities accepting responsibility to act as temporary or permanent caretaker for the pet if tenant is unable to care for it. This agreement must also be signed by the caretaker. Tenant agrees to permit the Authority, at its discretion, to implement this agreement if the pet is not properly cared for, shows signs of abuse, or is a source of damage or disturbance to the premises, or other tenants.

**C.** Tenant shall provide a copy of all licenses and immunizations that are required by law.

### **IV. Number & Size of Pets**

**A.** Each tenant shall be limited to one free roaming pet per apartment. In the elderly developments this means one cat confined to the resident's apartment and it shall not be allowed in any common area.

### **V. Other Requirements**

**A.** The tenant shall make provisions for care of the pet while he/she is absent from the apartment. If it is determined that pets have been abandoned or are being neglected in a way which is harmful to the pet, the BHA reserves the right to intervene and contact the proper authorities. Intervention may include entering the unit and removing the pet.

**B.** Tenant agrees the Brunswick Housing Authority is not responsible in any way for illness or injury to the pet. The pet and the apartment shall be kept free of fleas, ticks, or other vermin. Should anti-pest measures be required, (1) the cost shall be borne by the

tenant, and (2) the Authority shall not be liable for any effects of those measures upon the health of the pet. Tenant agrees to be completely responsible for the care and cleanliness of the pet, both inside and outside the building or apartment areas.

**C.** The Authority may establish buffer zones around tenants suffering medically-documented allergies to pets. Tenant agrees that if other tenants or employees of the Authority develop allergies resulting from the pet, tenant will voluntarily relinquish habitation of the pet on Authority premises.

**D.** Notwithstanding the above rules, no cats shall be allowed in any indoor common area of any project or on any elevators at the same time as any other tenant is occupying those areas.

**E.** Cat owners shall be required to have a litter pan. Owner must separate waste from litter daily and litter must be changed at least twice a week. Cat litter and waste must be disposed of by first placing it in a paper bag, then placing the paper bag in a heavy duty plastic bag for disposal into a dumpster. Tenant will keep all kitty litter material out of the sanitary drain lines and trash chutes. Tenant will be responsible for any damage caused by such materials getting into the plumbing, compactor, or carpeting.

**F. A waste management fee of \$25 per occurrence will be assessed against the resident for failure to dispose of pet waste in accordance with this policy.**

**G.** Any other tenant, or employee of the Authority, who considers a pet to be a nuisance so as to disturb the peace and quiet of the area, a menace or vicious to persons, property or other pets, may make a complaint to a law enforcement officer, and a copy of that complaint will be kept on file with the Authority.

## **VI. Special Accommodations**

**A.** Persons requiring service or support animals for assistance with disabilities such as seeing eye dogs shall not be required to pay the stated fees and deposit. However, they shall still be responsible for damages caused by the animal and may still be subject to the required certifications as stated in section III. The BHA will review this policy as necessary to provide for reasonable accommodations to residents and may waive any and all requirements in order to make such accommodations. Those requesting reasonable accommodations shall be required to submit a written request prescribed by the BHA (see attachment B) prior to the animal's arrival into the dwelling unit. The BHA reserves the right to determine if the accommodation is necessary and appropriate.

**B.** Service animal is not a pet; the definition of a service animal is:

**I.** Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner or licensed social worker; or

**II.** Any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items. 5 M.R.S.A. § 4553(9-D).

**III.** It is unlawful housing [or public accommodations] discrimination, in violation of this Act: . . . For any owner, lessee, sub lessee, managing agent or other person having the right to sell, rent, lease or manage a housing accommodation or any of their agents [or any public accommodation or any person who is the owner, lessor, lessee, proprietor, operator, manager, superintendent, agent or employee of any place of public accommodation] to refuse to permit the use of a service animal or otherwise discriminate against an individual with a physical or mental disability who uses a service animal at the housing accommodation [or public accommodation] unless it is shown by defense that the service animal poses a direct threat to the health or safety of others or the use of the service animal would result in substantial physical damage to the property of others or would substantially interfere with the reasonable enjoyment of the housing accommodation [or public accommodation] by others. The use of a service animal may not be conditioned on the payment of a fee or security deposit, although the individual with a physical or mental disability is liable for any damage done to the premises or facilities by such a service animal. 5 M.R.S.A. §§ 4582- A(3), 4592(8).

## **VII. Compliance**

**Having a pet is a special privilege and requires total compliance with all provisions of this policy. Failure to comply with all provisions of this policy could result in removal of the pet and/or eviction.**

**CHAPTER 13. REPAYMENT AGREEMENTS**

1. When a resident owes the Brunswick Housing Authority rent and/or maintenance charges and is unable to pay the balance by the due date, the resident may request that the Brunswick Housing Authority allow them to enter into a Repayment Agreement. The Brunswick Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made without interest within a period not to exceed ninety (90) days. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

**CHAPTER 14. TERMINATION****Section A. Termination by Tenant**

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

**Section B. Termination by the Housing Authority**

1. The Brunswick Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.
2. The Brunswick Housing Authority is required to terminate a lease with a tenant under the following circumstances:
  - A. If any family member fails to sign and submit any consent form he or she is required to sign for any reexamination.
  - B. If any family member fails to submit required documentation concerning citizenship or immigration status, or if the BHA has determined that a family member has knowingly permitted another individual who is not eligible for assistance to reside in the unit on a permanent basis.
  - C. If a family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches six years of age.
  - D. If the BHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.
3. The Brunswick Housing Authority will terminate a lease for serious or repeated violations of the lease. Such violations include:
  - A. Nonpayment of rent or other charges;
  - B. A history of late rental payments;
  - C. Failure to allow inspection of the unit;
  - D. Failure to maintain the unit in a safe and sanitary manner;

- E. Assignment or subletting of the premises;
  - F. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
  - G. Destruction of property (acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts);
  - H. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the BHA;
4. The BHA may terminate tenancy for other good cause which could include, but is not limited, to:
- A. Drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or a guest, or any such activity engaged in on the premises by any other person under the tenant's control;
  - B. Illegal use of a drug (or a pattern of illegal use of a drug) or abuse (or pattern of abuse) of alcohol by a household member which proves to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
    - 1. The BHA may provide an exemption for those residents who have a legal prescription for the use of Medical Marijuana. In determining whether or not to terminate a resident for legal use of medical marijuana, the BHA will consider:
      - a. Whether or not the resident has a legal prescription and is complying with the recommendations for use as directed by a physician;
      - b. Whether or not the resident is using medical marijuana for themselves only (i.e. not sharing or selling for personal profit which would be in violation of section B.4.A of this policy);
      - c. And whether or not the resident is compliant with other BHA policies such as the smoking policy which prohibits smoking in certain BHA facilities.
  - C. Any criminal activity by a covered person that threatens the health, Safety, or right to peaceful enjoyment of the premises by other residents (including BHA management staff residing on the premises, if applicable).
  - D. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony

- under the laws of the place from which the individual flees.
- E. If the BHA discovers, after admission, facts that make the tenant ineligible.
  - F. If the BHA discovers material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
5. Except for required mandatory evictions, the BHA will consider the following before making a decision to terminate tenancy:
- A. The seriousness of the act committed by the tenant;
  - B. The extent that the actual holder of the lease participated in the act;
  - C. The effects of the eviction on other members of the family that did not participate in the act;
  - D. The extent to which the holder of the lease has shown personal responsibility for that act, and whether he/she has taken all reasonable steps to prevent or mitigate the offending action.
6. In the case of a household member that has engaged in the use of illegal drugs or abused alcohol, the BHA will take into consideration evidence of the household member completing a supervised drug or alcohol rehabilitation program or currently participating in such programs, or if the household member can demonstrate to the BHA's satisfaction he/she is no longer engaging in drug-related activity or abusing alcohol.
7. If the family includes a person with disabilities, the BHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.
8. All decisions to terminate tenancy will be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.
9. Under the Violence against Women Reauthorization Act of 2005 (VAWA), the BHA cannot consider actual or threatened domestic violence, dating violence, or stalking as a cause for terminating the tenancy of a victim of such violence (the definitions domestic violence, dating violence and stalking are in Chapter 16. Glossary). Procedures for documentation of such violence are the same as in Chapter 2, Section H. of this policy.
10. The VAWA does, however, give the BHA the authority to deal with the perpetrator separately by bifurcating (dividing) the lease to evict the perpetrator alone without affecting the rights of the victim who is also a tenant.

11. The VAWA takes priority over federal, state, or local laws that prohibit bifurcating a lease to remove a perpetrator; however, the VAWA does not take priority over any provision of federal, state, or local law that provides greater protection to the victims of domestic violence, dating violence or stalking.
12. The BHA retains the authority to evict, remove or terminate the occupancy rights of a victim under either of the following conditions:
  - A. The termination is for a lease violation based on something other than an act of domestic violence, dating violence, or stalking against the victim and the BHA is holding the victim to a standard no more demanding than the standard to which other tenants are held; or
  - B. The BHA can demonstrate an “actual and imminent threat to other tenants or those employed at or providing service to the property” if the victim’s tenancy is not terminated.
13. The notice of lease termination to the tenant shall state specific grounds for termination, and shall inform the tenant of the tenant’s right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine BHA documents directly relevant to the termination or eviction. When the BHA is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of the tenant’s right to request a hearing in accordance with the BHA’s grievance procedure.
14. Written notice of lease termination for non-payment of rent will be for 14 days.  
  
All other cases will be 30 days except if a state or local law allows for a shorter notice period.
15. When terminating based on citizenship status, the notice will advise the family

of any of the following that apply (24 CFR 5.514 (c) and (d)):

- A. family's eligibility for proration of assistance
  
  - B. criteria/procedures for obtaining relief under the provisions for  
preservations of families
  
  - C. family's right to request an appeal to the USCIS (United States  
Citizenship and Immigration Services)
  
  - D. family's right to request an informal hearing with the BHA either  
upon completion of the USCIS appeal or in lieu of the USCIS appeal
16. When the BHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the BHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit so that the post office will terminate delivery of mail for such persons at the unit, and that such persons not return to the project for pickup of the mail.

### **SECTION C. ABANDONMENT**

- 1. The Brunswick Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.
  
- 2. Any property with a total value of \$500 or more that is abandoned or unclaimed

- by a tenant following the tenant's vacating the rental unit must be disposed of according to Title 33, Chapter 41 of the Maine State Statutes.
3. Any property with a total value of \$500 or less that is abandoned or unclaimed by a tenant following the tenant's vacating the rental unit shall be placed in storage in a safe, dry, secured location. The BHA will send a written notice by first class mail with proof of mailing to the last known address of the tenant concerning the BHA's intent to dispose of the abandoned property.
  4. The notice must include an itemized list of the items and containers of items of property abandoned. If the tenant claims the property within 14 days after the notice is sent, the BHA will continue to store the property for at least 10 days after the tenant's response to allow the tenant time to take possession of the property.
  5. If the property remains unclaimed after the 14<sup>th</sup> day after notice has been sent or after the 10<sup>th</sup> day after the tenant claims the property, the BHA may sell the property for a reasonable fair market price and apply all proceeds to rental arrearages, damages and costs of storage and sale.
  6. If there is any money left over and the family's forwarding address is known the Brunswick Housing Authority will mail it to the family. If the family's address is not known, the Brunswick Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Brunswick Housing Authority.

#### **Section D. Return of Security Deposit**

1. After a family moves out, the Brunswick Housing Authority will return the security deposit within thirty (30) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.
2. If State law requires the payment of interest on security deposits, it shall be complied with.
3. The Brunswick Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) days.

**CHAPTER 15. ANTI-FRAUD POLICY****Section A. Introduction**

1. The Brunswick Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the BHA. It results in the inappropriate expenditure of public funds and/or a violation of public housing requirements.
2. Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The BHA shall aggressively attempt to prevent all cases of fraud.
3. When a fraudulent action is discovered, the BHA shall take action depending on circumstances. It may do one or more of the following things when it deemed appropriate:
  - A. Require the resident to immediately repay the amount in question;
  - B. Require the resident to enter into a satisfactory repayment agreement;
  - C. Terminate the resident's rental assistance;
  - D. Refer the case for criminal prosecution; or
  - E. Take such other action as the BHA deems appropriate.

**CHAPTER 16. GLOSSARY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

**Covered Person:** A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Dating Violence:** 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 consideration of the following factors: length of relationship, type of relationship, frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the current inspection procedures and standards as required by HUD.

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

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

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

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

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

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

**Disabled Person:** See "person with disabilities."

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

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

**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's acts under the domestic or family violence laws of the jurisdiction.

**Drug:** A controlled substance as defined in section 102 of the Controlled Substances Act.

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

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

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

**Extremely low-income families:** Those families whose income does not exceed the federal poverty level.

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

**Family:**

- A. A group of persons normally expected to live together whose family head or spouse is legally responsible for the care and maintenance of a minor child or children; (A child who is temporarily away from home because of placement in foster care is considered a member of the family.)
- B. An elderly person who is 62 years of age or older;
- C. A near elderly person who is 50 years of age;
- D. A disabled person as defined herein;
- E. Any combination of elderly, near elderly, or disabled persons living together as a family; or
- F. A single person who is not elderly, disabled or a remaining member of a tenant family. All single persons are eligible if they meet other eligibility criteria. The BHA will extend preference to elderly families (including disabled and handicapped persons) and displaced persons over single persons.

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

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

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

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

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Guest:** A person temporarily staying in the unit with the consent of a tenant or other family member.

**Household:** A family and a BHA-approved live-in aide.

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

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

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

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

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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

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

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

**Other Person Under Tenant's Control:** A short term invitee not "staying" in a unit. ("under tenant's control" includes the period of invitation only and excludes persons on the tenant's premises for legitimate commercial purposes)

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

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

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:
- "Severe chronic disability that:
1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  2. Is manifested before the person attains age 22;
  3. Is likely to continue indefinitely;
  4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
  5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Premises:** The building, complex, or development in which the public housing dwelling unit is located, including common areas and grounds.

**Preponderance of evidence:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, 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.

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

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

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

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

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

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

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

**Stalking:** In relation to VAWA, stalking means 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 that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

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

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

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

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

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

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Violent Criminal Activity:** 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.

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

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

**CHAPTER 17. ACRONYMS**

ACC	Annual Contributions Contract
BHA	Brunswick Housing Authority
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment