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1 - Introduction

1.1 Introduction

The Saratoga Springs Housing Authority (SSHA) is a locally operated, federally funded, New York State chartered government agency. The Authority has a total of 339 units of conventional and 90 units of Section 8 housing. The 339 units are configured as follows:

At the Terrace site there are:

- 75 units in nineteen buildings at Jefferson I
- 30 units in nine buildings at Jefferson II
- 58 units in fifteen buildings at Vanderbilt

At Stonequist Apartments, there are 176 units in a high rise style building.

The property at the Terrace includes a maintenance garage, a Neighborhood Center and a playground. The property at Stonequist includes office space and a maintenance garage.

The Section 8 Rental Assistance Program distributes housing voucher and has the capability to provide rental assistance to 90 families living in private housing within the City limits.

Mission Statement: The mission of the Saratoga Springs Housing Authority is to assist low-income families with safe, decent and affordable housing as they strive to achieve social and economic opportunities, and to improve their quality of life. The Housing Authority is committed to operating in an efficient, economical and ethical manner.

1.1 Purpose

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to document procedures for the Saratoga Springs Housing Authority staff to follow in determining eligibility for admission and continue occupancy. These guidelines are governed by the US Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. This policy is binding upon the SSHA, its applicants and its residents.

This policy and any subsequent revisions must be approved by the SSHA Board of Commissioners and required portions of this policy are provided to HUD.

1.3 Nondiscrimination - Complying with Civil Rights Laws (24 CFR Part 100 et seq)

- A. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Saratoga Springs Housing Authority to comply with all Civil Rights laws, including but not limited to:
- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; (24 CFR Part 1)
 - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
 - Executive Order 11063,
 - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; (CFR Part 8)
 - the Age Discrimination Act of 1975, which establishes certain rights of the elderly⁴ (24 CFR Part 146)

- Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the Public Housing Agency (PHA) provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the SSHA's housing units.
- any applicable State laws or local ordinances, and
- any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

B. The SSHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the SSHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

C. The SSHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

- (1) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (2) Provide anyone housing that is different (of lower quality) from that provided other;
- (3) Subject anyone to segregation or disparate treatment;
- (4) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

The SSHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- (5) Treat anyone differently in determining eligibility or other requirements for admission;
- (6) Deny anyone access to the same level of services ii; or
- (7) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

D. The SSHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

E. The SSHA will correct situations or procedures that create a barrier to equal housing opportunity for all.

| F. The SSHA will not permit these policies to be subverted to do personal or political favors. The SSHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

G. Faxed Applications will not be accepted: Due to the fact the quality of faxes can be very poor and unreadable, Faxed applications will not be accepted.

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1-42. Accessibility and Plain Language

- A. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the SSHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the SSHA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.
- B. SSHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, SSHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand. In addition, the SSHA now requires applicants to view a professionally produced video of the SSHA which serves as an introduction to residents and showcases important rules and regulations applicable to residents.
- C. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. The SSHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired because the Fair Housing law makes no such requirement).
- D. At a minimum, the SSHA will prepare information to be used by applicants and residents in plain-language accessible formats.

1.5 Outreach

The SSHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis using methods such as resident newsletters, on-site meetings, direct mailings, and public broadcasts using the local radio and television stations. In addition, information is available and at the office to be viewed during office hours or posted to bulletin boards at Stonequist Apartments and at the William H. Ford Neighborhood Center.

Chapter 2 - Eligibility for Admission and Processing of Applications

2.1 Affirmative Marketing

- A. The SSHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. SSHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
- B. Marketing and informational materials will:
 - (1) Comply with Fair Housing Act requirements on wording, logo, size of type, etc;

- (2) Describe the housing units, application process, waiting list and preference structure accurately;
- (3) Use clear and easy to understand terms and more than strictly English-language print media;
- (4) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- (5) Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and
- (6) Be clear about the SSHA's responsibility to provide reasonable accommodations to people with disabilities.

2.2 Qualifying for Admission

- A. It is the SSHA's policy to admit only qualified applicants.
- B. An applicant is qualified if he or she meets all of the following criteria:
 - (1) Is a family, (as defined in Exhibit A of this document);
 - (2) Meets HUD requirements on citizenship or immigration status; (24 CFR 5.506)
 - (3) Has an Annual Income at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in SSHA offices;
 - (4) Provides documentation of Social Security numbers for family members age 6 or older; (24 CFR 5.216)
 - (5) Meets the Applicant Selection Criteria in these policies, including completing a SSHA-approved pre-occupancy orientation session if requested. (24 CFR 960.204)

2.3 Establishing and Maintaining the Waiting List

A. It is the policy of the SSHA to administer its waiting list as required by HUD's regulations.

B. Updating the Waiting List

- (1) ~~Once each year~~ The SSHA will ~~update-purge waiting list when necessary, for~~ each ~~waiting list~~-sublist, by contacting all applicants in writing. ~~If, after two attempts in writing,~~ no response is received, the SSHA will withdraw the name of an applicant from the waiting list. ~~If the initial attempt to contact is returned by the United States Postal Service as undeliverable because the resident no longer resides at that residence, the applicant will be removed without any further correspondence.~~ At the time of initial intake, the SSHA will advise families that they must notify the SSHA when their circumstances, mailing address or phone numbers change.
- (2) The SSHA will remove an applicant's name from the waiting list only in accordance with its Procedure on Updating the Waiting List and Removing Applications.

C. Change in Preference Status While on the Waiting List

- (1) Situations of some families who did not qualify for a local or ranking preference when they applied may change so they are qualified for a preference. The family should contact the SSHA so their status may be recertified or reverified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.
- (2) If the SSHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. ~~They will then be informed in writing of how the change in status has affected their place on the waiting list.~~

2.4 Processing Applications for Admission

A. SSHA will accept and process applications in accordance with applicable HUD Regulations and SSHA's Procedure on Taking Applications and Initial Processing. SSHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

B. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and asked to come to the SSHA for ~~an interview a resident briefing~~ to complete their applicant file. Applicants who fail to attend their scheduled ~~interview-resident briefing~~ or who cannot be contacted to schedule ~~an interview resident briefing~~ will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (1) The following items will be verified according to SSHA's Procedure on Verification, to determine qualification for admission to SSHA's housing:

~~(i)~~ Family composition and type (Elderly/Disabled/near elderly /non-elderly);

~~(ii)~~ Annual Income; (24 CFR 5.609)

~~(iii)~~ Assets and Asset Income;

~~(iv)~~ Deductions from Income;

~~(v)~~ Preferences;

~~(vi)~~ Social Security Numbers of all Family Members;

~~(vii)~~ Applicant Screening Information; and

~~(viii)~~ Citizenship or eligible immigration status.

~~(IX) Landlord reference – Minimum of one, but are not limited upon the request of the SSHA~~

~~(X) References – Minimum of two, but are not limited upon the SSHA~~

- (2.) Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, SSHA may also use (a) phone verifications with the results recorded in the file, dated, and signed by SSHA staff, (b) review of documents, and, if no other form of verification is available, (c)

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applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

- (3.) ~~Upfront Enterprise~~ Income Verification (UIVEIV) - The verification of income ~~at admission or before or~~ during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's Enterprise Income Verification System (EIV) is considered to be this method.
 - (4.) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5. Citizens are permitted to certify to their status.
- C. Applicants reporting zero or negligible income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. These examinations maybe requested monthly, until the resident is no longer in a zero or limited income status.
- D. SSHA's applications for admission public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by SSHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected 30.

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2.5 -The Preference System

- A. ~~An~~ admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet SSHA's Selection Criteria before being offered a unit.
- B. Before applying its preference system, the SSHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit ~~size, accessibility features, or type~~ size, accessibility features, or types of project limit the admission of families to households whose characteristics "match" the vacant unit available.

By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

~~C. Local Preference~~

~~There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:~~

~~**Tier I:** Families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year);~~

~~**Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).~~

~~D.C. Ranking Preferences~~

~~Within the tiers outlined above, t~~The SSHA will select residents based on the following preferences (points indicated in parenthesis):

- (1) ~~(41) Current live or work in the Saratoga Springs City resident applicants referred with documentation from a domestic violence agency;~~
- (2) ~~(3) current Saratoga Springs City resident; with 6 month proof of residency of City *~~
- (3) ~~(33) veteran; Honorably Discharged - Must supply a DD-214~~
- (4) ~~(21) past resident of the Saratoga Springs Housing Authority Domestic Violence- Applicants must complete the VAWA form.~~
- (5) ~~(41) non-resident Employment of 20 hours a week or more (elderly and disabled applicants will automatically receive this point~~

* Applicant will not receive city residence preference if they are living in a shelter or motel.

D. Single Preference-

Any Applicant who is a single, non-elderly, non-disabled adult will automatically be placed below families , the elderly, and disabled on the waiting list.

E. Administration of the Preferences

- (1) Depending on the time an applicant may have to remain on the waiting list, the SSHA will either verify preferences at the time of application (when the waiting list is short or non-existent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. ~~Preference verifications shall be no more than 120 days old at the time of certification. Applicants must qualify for the preference point, at the time of occupancy.~~

~~(2) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.~~

~~(3) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.~~

F. Notice and Opportunity for a Meeting

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (1) the SSHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant has may meet with the SSHA's designee to review the determination.
- (2) If the applicant requests the meeting, the SSHA will designate someone to conduct the meeting. This can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person chosen by the SSHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (3) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the SSHA's decision to deny the preference.

2.6 Applicant Selection Criteria

A. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the SSHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (1) to pay rent and to submit a letter from the utility company, stating that they are eligible to have the utilities put on in their name, other charges (e.g., utility bills) as required by the lease in a timely manner;
- (2) to care for and avoid damaging the unit and common areas;
- (3) to use facilities and equipment in a reasonable way;
- (4) to create no health, or safety hazards, and to report maintenance needs;
- (5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (6) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (7) to comply with necessary and reasonable rules and program requirements of HUD and the SSHA.

B. How SSHA will check ability to comply with essential lease requirements:

- (1) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with SSHA's Procedure on Applicant Screening. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by SSHA.
- (2) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - (a) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - (b) Adversely affect the physical environment or financial stability of the project;
 - (c) Violate the terms and conditions of the lease;
 - (d) Require services from the SSHA staff that would alter the fundamental nature of the SSHA's program.
- (3) SSHA ~~will~~may conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form ~~will~~ask~~may~~ask questions based on the essential elements of tenancy. Answers ~~will~~may be subject to third party verification.
- (4) SSHA ~~will~~may complete a credit check and a rental history check on all applicants.
- (5) ~~SSHA is required to check HUD's debt to owed housing data base. Any applicant that owes any housing authority money will be denied. Payment of funds owed to SSHA or any other housing authority is part of the screening evaluation. SSHA will reject an applicant for unpaid balances owed SSHA by the applicant for any program that SSHA operates~~

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- (6) SSHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the SSHA rejects an applicant on the basis of criminal history, the SSHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record, if requested, and an opportunity to dispute the accuracy and relevance of that record.
- (7) All applicants ~~may be asked~~must to attend and complete SSHA's Pre-Occupancy Orientation.
- (8) SSHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':
- (a) History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
- o SSHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
 - o SSHA may, if a statute requires that the SSHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- (b) A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- (c) An applicant's ability and willingness to comply with the terms of SSHA's lease.
- (9) The SSHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- (a) The SSHA shall reject the application of any applicant for ~~three years~~five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the SSHA may admit the household if the SSHA determines that:
- o The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the SSHA, or
 - o The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - o The SSHA will evaluate each application on a case by case basis and has the sole discretion on making a final determination, based on the above information.
- (b) The SSHA is required to reject the application of a household if the SSHA determines that:
- o Any household member is currently engaging in illegal use of a drug; or

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- The SSHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (10) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (11) Applicants must be able to demonstrate the ability and willingness to comply with the terms of SSHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by SSHA.
- (12) Applicants that has applied as a head of household and no longer wants housing must submit a notarized statement that they are no longer interested in housing. Anyone else on that application then must re-apply.

C. Screening applicants who claim mitigating circumstances

- (1) If negative information is received about an applicant, SSHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- (2) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (a) the reason for the unsuitable rental history and/or behavior; and (b) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances ~~would overcome~~ may overcome or outweigh information already gathered in the screening process.
- (3) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, SSHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. SSHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (4) Examples of mitigating circumstances might include:
- (a) Evidence of successful rehabilitation;

- (b) Evidence of the applicant family's participation and -incompliance in social service or other appropriate counseling service; or
 - (c) Evidence of successful and sustained modification of previous disqualifying behavior.
- (5) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. SSHA will consider such circumstances in light of:
- (a) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
 - (b) the applicant's overall performance with respect to all the screening requirements; and
 - (c) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

D. Qualified and Unqualified Applicants

- (1) Verified information will be analyzed and a determination made with respect to:
- (a) Eligibility of the applicant as a family;
 - (b) Eligibility of the applicant with respect to income limits for admission;
 - (c) Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - (d) Unit size required for and selected by the family;
 - (e) Preference category (if any) to which the family is entitled; and
 - (f) Qualification of the applicant with respect to the Selection Criteria.
- (2) Qualified families will be notified by SSHA of the approximate date of admission insofar as that date can be determined. However, the date stated by SSHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- (3) Unqualified applicants will be promptly notified by a Notice of Rejection from SSHA, stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
- (4) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria ~~will~~ may be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations ~~will~~ may make it possible for them to be housed in accordance with the Screening Procedures.

2.7 Occupancy Guidelines

- A. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

| Minimum and Maximum-Number-of-Persons-Per Unit Standard | | |
|--|---|--|
| Number of Bedrooms | Min Persons/Unit (Largest Unit Size) | Max Persons/Unit (Smallest Unit Size) |
| 0BR | 1 | 1 |
| 1BR | 1 | 2 |
| 2BR | 2 | 4 |
| 3BR | 3 | 6 |
| 4BR | 4 | 8 |
| 5BR | 5 | 10 |

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (1) ~~It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family. Two adults who are not related by blood will be required to share a bedroom.~~
- (2) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (3) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (4) ~~An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size,~~
- (54) SSHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (65) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (76) A live-in attendant aide may be assigned a bedroom, if approved by the SSHA. ~~Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.~~

B. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

C. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

~~D. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sublist where they wish to receive a unit offer. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.~~

ED. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a

statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.

- | ~~FE~~. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
- | ~~GE~~. The SSHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

Chapter 3 – Tenant Selection and Assignment Plan

3.1 Organizing the Waiting List - Community-wide Waiting List

It is SSHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- | A. type and size of unit needed ~~and selected by the family~~ (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
 - B. applicant preference or priority, if any; and
 - C. date and time the application is received.
- | SSHA will maintain its waiting list in the form ~~of~~ that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

3.2 Making Unit Offers to Applicants

- A. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" will be used to make unit offers.
 - (1) The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
 - (2) The applicant must accept the vacancy offered or be dropped from the waiting list.
- B. SSHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.
- C. In the selection of a family for a unit with accessible features, SSHA will give preference to families that include a person with disabilities who can benefit from the unit features.
- D. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the SSHA will make an offer to an applicant who does not qualify for a ranking preference.

- E. The applicant must accept the vacancy offered within 5 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list. All offers made over the phone will be confirmed by letter. If unable to contact an applicant by phone or first class mail, SSHA will send a certified letter, return receipt requested.
- F. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has is ready for occupancy, no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

3.3 Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, SSHA needs a waiting list that is accurate. While each applicant must keep SSHA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

- A. The applicant receives and accepts an offer of housing;
- B. The applicant requests that his/her name be removed from the waiting list;
- C. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or as requested by the SSHA for applicant to be fingerprinted by the local Police agency and applicant fails to follow through with the request.
- D. The application is withdrawn because the SSHA attempted to contact the applicant and was unable to do so. In attempting to contact to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:

- (1) The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact the SSHA either by returning the update postcard or in person, bringing proof of identity;

~~(2) When five working days have elapsed from the date when the SSHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by Certified Mail, return receipt requested;~~

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~~(3)(2) If an applicant contacts SSHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position;~~

~~(4)(3) When SSHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, SSHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.~~

~~E.E. Persons who fail to respond to SSHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances SSHA shall reinstate these individuals to their former waiting list positions.~~

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~~F. Failure to receive references sent on behalf of applicants may result in applications lower on the waiting list being offered an apartment, if there references have come back sooner.~~

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3.4 Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

A. Examples of “good cause” for refusal of an offer of housing are:

~~(1) The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;~~

(21) The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

(a) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

(b) The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;

B. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list.

C. SSHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

3.5 Leasing Accessible Units

A. Before offering a vacant accessible unit to a non-disabled applicant, SSHA will offer such units:

(1) First, to a current public housing resident who is on the approved waiting list at the SSHA and has a disability that requires the special features of the vacant unit.

(2) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

B. When offering an accessible/adaptable unit to a non-disabled applicant, SSHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

3.6 Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

3.7 Missed Apointments All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

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The Saratoga Springs 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. The SSHA reserves the right to verify and request documentation to provide proof of missed appointment. If SSHA determines verification provided by the family meets the threshold of good cause, a second appointment will be scheduled.

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When a family misses a briefing appointment they will be removed from the waiting list.

If an appointment letter is returned by the United States Postal Service, stating that the applicant is no longer at that address and has not provided a forwarding address, there will be no more correspondence sent to that said address and the family will be removed from the waiting list.

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Chapter 4 - Leasing Policies

4.1 General Leasing Policy

- A. All units must be occupied pursuant to a lease that complies with HUD's regulations.
- B. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of SSHA, prior to actual admission.
- C. If a resident transfers from one SSHA unit to another, a new lease will be executed for the dwelling into which the family moves.
- D. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, a new lease agreement will be executed.
- E. Residents must advise SSHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for SSHA to contact the resident in an emergency. Failure to advise SSHA of an extended absence is grounds for termination of the lease.

4.2 Showing Units Prior to Leasing

- A. When offering units, SSHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.
- B. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a "good cause" determination.
- C. No lease will have an effective date before the unit is ready for occupancy.

4.3 Additions to the Household and Visitors

- A. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.
- (1) Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
 - (2) Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure .
 - (3) All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
- B. When a resident requests approval to add a new person to the lease, SSHA will conduct pre-admission screening of any proposed new adult member to determine whether the SSHA will grant such approval.
- Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from SSHA to add children other than those born to, adopted by or awarded by the court to the family.
- C. Examples of situations where the addition of a family or household member is subject to screening are:
- (1) Resident plans to be married and requests to add the new spouse to the lease;
 - (2) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- D. Residents who fail to notify SSHA of additions to the household or who permit persons to join the household without undergoing screening are violating ~~of~~ the lease. Persons added without SSHA approval will be considered unauthorized occupants and the entire household ~~will~~ may be subject to eviction and criminal prosecution.
- E. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on SSHA premises that would be a lease violation.
- (1) Visits of less than three days need not be reported to or approved by the SSHA receptionist or tenant relations staff member.
 - (2) Visits of more than three and less than fourteen days are permitted, provided they are reported to the SSHA receptionist or tenant relations staff member prior to visit.
 - (3) Visits of more than 14 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
 - (4) Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- F. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

- G. Residents will not be given permission to allow a former resident of SSHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
- H. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease .
- (1) The resident shall report the move-out within ~~30~~10 calendar days of its occurrence.
 - (2) These individuals may not be readmitted to the unit and must apply as a new applicant ~~households~~ for placement on the waiting list.
 - (3) Medical hardship, or other extenuating circumstances shall be considered by SSHA in making determinations under this paragraph.

Chapter 5 - Transfer Policy

5.1 General Transfer Policy

- A. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
- B. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
- C. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

5.2 Types of Transfers

- A. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
- (1) Emergency Transfers are mandatory when SSHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (2) Category 1 Administrative transfers correct serious occupancy standards problems.

These transfers will take priority over new admissions.

Category 1 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 2 transfer.

- (3) Category 2 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

- B. Whenever feasible, transfers will be made within a resident's area.

5.3 Processing Transfers

- A. A centralized transfer waiting list will be administered by the Occupancy Division. Managers submit requests for transfer, including necessary documentation, to the Occupancy Specialist Manager.
- B. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:
 - (1) First: Emergency transfers, then
 - (2) Category 1 Administrative Transfers,
 - (3) Category 2 Administrative Transfers,

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

- C. Category 1 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.
- D. Residents in a Category 1 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.
- E. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is three (3) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

5.4 Good Record Requirement for Transfers

- A. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
 - (1) have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - (2) do not owe back rent or other charges, or evidence a pattern of late payment;
 - (3) meet reasonable housekeeping standards and have no housekeeping lease violations; and
 - (4) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
- B. Exceptions to the good record requirements may be made for emergency transfers or when it is to SSHA's advantage to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

5.5 Paying for Transfers

Residents shall bear the cost of transfers to correct occupancy standards. Cost for this transfer is \$250 plus one month's rent.

Transfers requested or required by SSHA, and all transfers for reasonable accommodations will be paid for or made by SSHA.

Chapter 6 - Eligibility for Continued Occupancy and Annual Reexaminations

6.1 Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

- A. Qualify as a family as defined in Section XII of this policy xxvi.
- B. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
- C. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
- D. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent 69.
- E. Who are in compliance with the SSHA's 8 hour per month community service requirements.

6.2 Reexaminations

- A. Regular reexaminations: SSHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years.
- B. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made.
- C. Special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. This will only be completed after SSHA is notified by tenant in writing.
- D. New Reexamination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.

- E. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
- F. Reexamination Procedures
- (1.) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
 - (2.) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
 - (3.) An EIV check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc. qualifying educational or job training programs
 - (4) Verified information will be analyzed and a determination made with respect to:
 - (a) Eligibility of the resident as a family or as the remaining member of a family;
 - (b) Unit size required for the family (using the Occupancy Guidelines); and
 - (c) Rent the family should pay.
 - (5) Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
 - (6) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.
 - (7) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for termination of the lease .

G. Action Following Reexamination

If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.

Chapter 7 - Interim Rent Adjustments: Fixed Rent System

~~7.1 Adjusting~~ 7.1 Adjusting Rent Between Regular Reexaminations

- A. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions.

- B. SSHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. SSHA will process interim changes in rent in accordance with the chart below:

| INCOME CHANGE | SSHA ACTION |
|--|--|
| (a) Decrease in income for any reason, except for decrease that lasts less than 30 days. Increase in income following SSHA granting of interim rent decrease. | • SSHA will process an interim reduction in rent if the income decrease will last more than 30 days. SSHA will process an interim increase for income increases that follow interim rent reductions. |
| (b) Increase in earned income from the employment of a current household member. | • SSHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, will grant the disallowance. |
| (c) Increase in unearned income (e.g. COLA adjustment for social security). | • SSHA will defer the increase to the next regular reexamination. |
| (d) Increase in income because a person with income (from any source) joins the household. | • SSHA will defer the increase to the next regular reexamination. |
| (e) SSHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. SSHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred. | |

- C. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. Request for a change of income must be submitted to the office no later than 15th of the month for the change to be effective the following month. Any change of income that is submitted after the 15th of the month will go into effect the following month.

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- D. SSHA will process interim adjustments in rent as follows:

- (1.) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (2.) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

- E. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

7.2 Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

- A. Rent decreases go into effect the first of the month following the reported change. I
- B. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

Chapter 8 Lease Termination Procedures

8-1 General Policy: Lease Termination

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

8-2 Notice Requirements

- A. No resident shall be given a Notice of Lease Termination without being told by SSHA in writing the reason for the termination.
 - (1.) The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
 - (2.) Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or SSHA employees; and any drug-related criminal activity.
- B. Notices of lease termination may be served by certified mail.
- C. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

8-3 Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by SSHA, and shall contain the following information:

- (1.) Name of resident, race and ethnicity, number and identification of unit occupied;
- (2.) Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- (3.) Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- (4.) Date and method of notifying resident; and
- (5.) Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

Chapter 9 Utilities

At Stonequist Apartments utilities are included in the rent and are paid by the SSHA directly to the supplier. At Jefferson Terrace heat and electric are paid by the resident directly to the supplier. At Vanderbilt Terrace electric is paid by the resident directly to the supplier and heat is paid by the SSHA directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by SSHA in consultation with the utility supplier and reviewed by HUD.

9-1 Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

- A. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
- B. When a resident's Total Tenant Payment is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
- C. When the utility supplier offers a "Budget" payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
- D. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that PHA will be notified if the resident fails to pay the utility bill.
- E. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
- F. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for lease termination and eviction.

9-2 Excess Utility Charges

Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

Chapter 10 Security and Pet Deposits

Tenant security deposits are required to minimize collection losses and encourage residents to leave their apartments clean and in good condition when they vacate.

10-1 Security Deposit Amounts

Security Deposit - New residents must pay a Security Deposit in the amount of one (1) month's rent or Fifty Dollars (\$50.00) per bedroom (whichever is greater) in advance with the first month rent. Security Deposit can be made in installments if at the determination of the SSHA, a proven hardship would result. Working family will be allowed to pay only a \$100 security deposit

10-2 Termination of Lease

At the termination of this lease the security deposit shall be used toward the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, their family, dependents, or guests and any rent or other charges owed by Resident. Security deposit cannot be applied by Resident toward the final month's rent when adequate notice to vacate is given. Failure to pay for the final month's rent shall result in the forfeiture of the security deposit, and the Resident(s) shall remain responsible for the final month's rent liability. The SSHA agrees to keep the security deposit in an interest bearing account, with accrued interest (less a 1% handling fee) payable to Resident(s) at termination of lease. Deposit at Key Bank.

10-3 Pet Deposit

A pet deposit of \$100 will be required for each dog or cat. The lease amendment must be signed and the pet deposit must be paid before the pet is allowed on the premises.

Chapter 11 Ceiling Rents/Flat Rents

11-1 Intent and Purpose

Ceiling rents provide an incentive to remain in public housing to families whose flat rents were reduced because of a hardship to income-based rents and whose incomes then increased so that the income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the Flat Rent).

11-2 Establishing Ceiling Rents

SSHA has established ceiling rents for all dwelling units inventory-wide. Ceiling rents for a class of units are based on the characteristics of the dwelling units, size, location or other characteristic that is unit-based.

SSHA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected tenants.

11-3 Calculating Ceiling Rents

SSHA will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance but never less than 75% of the average operating cost for units at the development.

11-4 What the Resident Pays

Tenants in units where ceiling rents are in effect pay the lower of the ceiling rent or income-based rent.

11-5 Ceiling Rent Adjustments

The minimum ceiling rent will be adjusted annually to reflect operating expenses as reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year.

11-6 Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of SSHA's housing units. SSHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood;
- Size of PHA's units compared to non-assisted rental units from the neighborhood;
- Age, type of unit and condition of PHA's units compared to non-assisted rental units from the neighborhood;
- Land use in the surrounding neighborhood;
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHA's properties and in the surrounding neighborhood;
- Crime in PHA's developments and the surrounding neighborhood;

- Quality of local schools serving each PHA development;
- Availability of public transportation at each PHA development; and
- Availability of accessible units for persons with mobility impairments.

11-7 Annual Update of Flat Rents

SSHA shall review the Flat Rent structure annually and adjust the rents as needed. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next regular reexamination/ recertification rather than at the point the Flat rent may change.

11-8 Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

Chapter 12 Definitions and Procedures used in Determining Income and Rent

12-1 Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. 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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

- D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

- F. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
- H. All regular pay, special pay, and allowances of a family member in the Armed Forces.

12-2 Items not included in Annual Income

Annual Income does not include the following:

- A. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);
- 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, provided the person meets the definition of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. Certain amounts received that are related to participation in the following programs:
 1. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 2. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that 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.) to allow participation in a specific program;
 4. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. 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; and

5. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the PHA;
- I. Temporary, non-recurring, or sporadic income (including gifts);
- J. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- K. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
- L. Adoption assistance payments in excess of \$480 per adopted child;
- M. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 1. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 2. During the 12 month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 3. Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 4. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- N. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

- O. 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;
- P. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- Q. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];
Examples of programs under this Act include but are not limited to:
 - the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e);
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League,

Association National Pro Personas Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

12-3 Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

12-4 Adjusted Income

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

xxix 24 CFR §5.609(d) xxx 24 CFR § 5.611

For All Families

- A. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.
- B. Dependent Deduction — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- C. Work-related Disability Expenses — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

1. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
2. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

- D. Medical Expense Deduction — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

1. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 2. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
- E. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in Appendix II.
- F. Optional Deductions/Exemptions: PHA may amend this policy and grant further deductions. Any such deduction would be noted here.

12-5 Computing Rent

- A. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, directly to the utility company by the PHA.
- B. Total Tenant Payment is the highest of:
30% of adjusted monthly income; or
10% of monthly income; but never less than the Minimum Rent; and never more than the Flat Rent, if chosen by the family
- C. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the PHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.
- D. The Minimum Rent shall be \$ 50.00 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$ 50.00 because of a long-term

hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by PHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

E.D. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

Chapter 13 – Rent Collection

13.1 Collecting Rent and Other Charges

A.i. Dates – Rent is due and payable on the first calendar day of the month. If the first day of the month falls on a weekend or holiday, the rent is due and payable on the first business day following that weekend or holiday. Charges other than rent, such as maintenance charges, are due and payable on the first day of the second month following the date the charge was incurred by the resident and at least 14 days after the resident has been notified of the charge.

B. Rent and other charges are considered delinquent if they have not been paid by the close of business on the fifth day of that month for which payment is due unless the resident submits an acceptable written request as to the reason for their inability to pay, along with a mutual agreement to pay according to a specified plan or schedule. Charge is due and collectible fourteen (14) days after Resident is provided written notice of such

C. Fees

- Late Fee - The Accounting Department will post a \$15.00 charge to resident's account if rent is delinquent.
- Return Check Fee – \$ 15.00
- Court Costs and Attorney Fees - -If a delinquency has to be referred to an attorney or the courts for collection or eviction, the appropriate charge, as established by the SSHA, will be posted to the resident's account.

13.2 Repayment Agreements

Repayment agreements may be issued by the court and may be used to modify the terms (periodic amount and timing) of delinquent accounts owed. It is a legally binding agreement between SSHA and the resident under which the resident agrees to pay current rent and charges PLUS a fair amount each month toward the delinquent amount until the delinquent amount is fully paid. SSHA agrees to not terminate the lease of the delinquent resident for nonpayment unless the terms of the repayment agreement are broken by the resident.

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13.3 Evictions for Non-payment

All residents that have not paid their rents/charges in full by the expiration of the 14-day and/or 30-day notice shall be processed for eviction. The only exceptions are those residents that have valid, up-to-date repayment agreements in force.

CHAPTER 14 – COMMUNITY SERVICE

14.1 Requirement

Each adult resident (see exceptions below) of the SSHA is required by HUD (24cfr 960 630-960.611) to contribute 8 hours per month of community service (not including political activities) within the community.

14.2 Exception

An exception is provided to the following residents:

- Any resident 62 years old or over
- Blind or disabled individual, as defined under section 216[i][I] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;
- Is engaged in a work activity as defined in section 407[d] of the Social Security Act;
- Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program;
- Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

14.3 Non-Compliance

If the SSHA determines that a resident subject to the community service requirement has not complied with the requirement, the [HACLV-SSHA](#) shall notify the resident of such noncompliance, and that:

- The determination of noncompliance is subject to the administrative grievance procedure under the SSHA's Grievance Procedures; and
- Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and
- The SSHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HACLV enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term or the lease.

Chapter 15 - Pet Policy

15.1 Pet Policy

PET OWNERSHIP

Effective October 1, 2008, limited ownership of dogs and cats (including small, caged animals, birds or fish) is permitted, subject to the requirements of state and local laws. All animals shall not weigh over a total of 20 lbs. Residents shall provide on an annual basis, a copy of the required city license. A security deposit of \$100 is also required along with an insurance policy protecting the Authority for any physical damage that the animal may do. Other animals are not permitted at SSHA developments. The Authority continues its ban on dangerous or threatening animals or animals that become a nuisance. Because of concerns regarding the impact of the change of the law, SSHA residents are advised that this policy is subject to modification. The PHA had s designated the Stonequist Apartments (All Floors) as a Pet free building. Pets are only allowed at the PHA other development and must comply with all regulations, policy and city code.

(SEE CITY CODE BELOW)

**CODE OF THE CITY OF SARATOGA SPRINGS NEW YORK
V9 Updated through 12-29-2008**

**PART II GENERAL LEGISLATION
Chapter 101, DOGS AND OTHER ANIMALS**

[HISTORY: Adopted by the City Council of the City of Saratoga Springs at time of adoption of Code 4-4-1994 by L.L. No. 1-1994 (see Ch. 1, General Provisions, Art. I). Amendments noted where applicable.]

GENERAL REFERENCES

Noise -- [See Ch. 148.](#)

ARTICLE I, Dogs Generally

§ 101-1. Definitions.

As used and intended in this chapter and for the purposes hereof, unless the context otherwise indicates, the following terms shall have the meanings indicated:

ANIMAL CONTROL OFFICER -- A Dog Control Officer as defined in § 114 of the New York State Agriculture and Markets Law and will be responsible to enforce all city ordinances enacted concerning dogs and other animals and to enforce Article 7 of the New York State Agriculture and Markets Law, Licensing, Identification and Control of Dogs.

CONFINED -- As applied to a dog, that such animal is securely confined or restrained and kept on the owner's premises either within a building, kennel or other suitable enclosure or securely fastened on a chain, wire or other effective tether of such length and so arranged that the animal cannot reach or

endanger any person on any adjacent premises or on any public street, way or place or, if the animal is being transported by the owner, that it is securely confined in a crate or other container or so restrained in a vehicle that it cannot escape therefrom

DOG -- Includes both male and female dogs.

OWNER -- Includes any person or persons, firm, association or corporation who or which at any time owns or has custody and control of or harbors or is otherwise responsible for any dog which is kept, brought or comes within the corporate limits of this city.

§ 101-2. Compliance required.

The owner, as above defined, of every dog which is at any time kept, brought or comes within the corporate limits of this city will be held responsible for the strict observance by such animal and with respect to such animal of all the rules and regulations contained in this chapter at all times when such animal is within the corporate limits of this city.

§ 101-3. Report of bites.

Every owner of a dog shall immediately report to the Department of Public Safety, Health Officer or Animal Control Officer every case where a person has been bitten by a dog.

§ 101-4. Failure to confine.

Every owner failing to confine a dog after being directed to do so by the Health Officer and/or Animal Control Officer shall be guilty of violating the provisions of this Article.

§ 101-5. Report of rabies.

Every dog having rabies or suspected of being infected with rabies shall be reported immediately to the Department of Public Safety or Health Officer, and the owner shall promptly comply with any and all directions the Health Officer and/or the Animal Control Officer shall give with reference to the observation of such animal or the continued confinement, immunization or other disposition to be made of such animal under the provisions of Section 2.14 of Part 2 of the State Sanitary Code, or otherwise.

§ 101-6. Enforcement

The Police Department is hereby authorized and directed to enforce strictly all the provisions, rules and regulations of this chapter or any emergency orders issued by the Health Officer.

§ 101-7. Penalties for offenses.

Every person violating the provisions of this Article shall, upon conviction, be punishable by a fine of not less than \$50 nor more than \$100.

ARTICLE II, Dog Control

§ 101-8. Leash or other control required. [Amended 5-5-1998]

No person who owns, harbors or has the custody and control of any dog shall cause or permit said dog to be on any street or in any public place in the City of Saratoga Springs unless said dog is under the complete control of the person accompanying the animal. As used in this section, the term "control" shall mean that the dog shall be held on a leash of sufficient strength not exceeding 25 feet in length.

101-9. Nuisances. [Amended 2-2-1999]

No person, company or corporation who owns a dog shall cause or permit his or her dog to become a nuisance within the corporate limits of the City of Saratoga Springs, New York. As used in this section, "nuisance" shall be defined as follows:

- A. Dumping, knocking over or tearing open of garbage and other receptacles.
- B. Depositing of fecal matter or urinating upon property of another person, company or corporation.
- C. Fighting with other dogs or other domestic animals.
- D. Barking, howling, whining or other noise which is of such character that a reasonable person of normal sensitivities would not tolerate under the circumstances.
- E. Tearing, digging or otherwise destroying or damaging property of any person, company or corporation.

§ 101-10. Penalties for offenses. [Amended 2-2-1999]

Any person convicted of any violation of §§ 101-8 and 101-9 hereof shall be punishable by fines as follows:

- A. For the first offense: a fine of up to \$50.
- B. For the second and subsequent offense: a fine of up to \$250, and each day on which the violation continues shall be and constitute a separate offense

§ 101-11. Report of violations

It shall be the responsibility of all persons to report violations of §§ 101-8 and 101-9 hereof to the Police Department of the City of Saratoga Springs, New York, in order that identification of the dog and the owner may be made. It shall further be the responsibility of any police officer to whom the complaint is made to serve a summons for any such violation upon identification of the dog and owner by the person reporting such violation.

§ 101-12. Seizure and redemption of dogs

In addition to the foregoing penalties, any dog, unaccompanied by its owner, harbinger or custodian, found in violation of §§ 101-8 or 101-9 hereof shall be forthwith picked up by the representative of an agency retained for such purpose by the City of Saratoga Springs and taken to an authorized kennel or pound. In such event, said dog shall be released only upon the payment of the fine specified in § 101-10 hereof, in addition to a daily service charge as agreed upon between the authorized agency and the City of Saratoga Springs.

§ 101-13. Dogs attacking persons; penalties for offenses.

- A. No person, company or corporation who owns, harbors or has custody and control of any dog shall cause or permit such dog to attack any person at any time. As used in this section, the term "attack" shall be defined as any physical assault, including mauling, biting, tearing or scratching
- B. Any person convicted of a violation of this section shall be punishable by a fine of not less than \$25 nor more than \$50 for the first offense and by a fine of not less than \$50 nor more than \$75 for a second offense.
- C. In addition to the foregoing penalties, said owner shall be liable for all reasonable medical costs and the cost of replacing damaged property as determined by the City Court upon presentation of medical services receipts and replaced property receipts.
- D. The owner, harbinger or custodian of any dog who has been convicted of a second offense shall be required to hold said animal on a leash, as described in § 101-8 hereof, at all times when not on his or her property.
- E. Upon a third violation of this section, the owner of said dog shall be required, within 30 days after such conviction, to dispose of said animal outside the City of Saratoga Springs and will also be liable for any medical costs or costs of replacement for damaged property.
- F. In the event of the owner's refusal, failure or neglect to do so, he or she shall be punishable by a fine of \$250, medical costs and costs of replacement of damaged property and shall be deemed a disorderly person and punishable as such.
- G. Each day on which such refusal, failure or neglect continues shall constitute a separate offense.

ARTICLE III, Animals at Large; Cruelty and Abandonment

§ 101-14. Animals at large prohibited; penalties for offenses.

A. No person being the owner or having the custody or control of any cattle, horse, sheep or swine shall permit the same to be at large upon a highway or other public place.

B. Every person violating this section shall, upon conviction, be punishable by a fine not to exceed \$25 for each offense. A person who carries or causes to be carried in or upon any vehicle or otherwise any animal in a cruel or inhumane manner or so as to produce torture is guilty of a misdemeanor, punishable by imprisonment for not more than one year or by a fine of not more than \$500, or by both.

§ 101-16. Abandonment; penalties for offenses.

A person being the owner or possessor or having charge or custody of an animal who abandons such animal or leaves it to die in a street, road or public place or who allows such animal, if it becomes disabled, to lie in a public street, road or public place more than three hours after he receives notice that it is left disabled is guilty of a misdemeanor, punishable by imprisonment for not more than one year or by a fine of not more than \$500, or both.

§ 101-17. Failure to care for animals; penalties for offenses.

A. No person shall fail to provide proper food, water or shelter, taking into account the existing weather conditions, whether current or anticipated. "Food" shall mean food necessary to maintain the good health of the animal. "Water" shall mean water which is clean, in sufficient quantity to sustain the animal and not frozen. "Shelter" shall mean not only the place where the animal may get out of the weather, to include temperature, but also includes an adequate size area for exercise, taking into account the size and activity of the animal.

B. A person found in violation of this section is guilty of a misdemeanor, punishable by imprisonment for not more than one year or by a fine of not more than \$500, or both.

§ 101-18. Establishment; fees

There may be a public pound located at such place as the Council may from time to time direct and at such fees as the Council may establish.

ARTICLE V, Poultry and Swine

§ 101-19. Fowl at large.

No person shall allow fowl to run at large in the Inside Tax District, but he shall keep the same in suitable houses and runways.

101-20. Noise by fowl

No person shall harbor a crowing cock in the Inside Tax District, the crowing of which disturbs neighbors during the hours from 12:00 midnight to 7:00 a.m., longer than one day after written notice thereof by the office of the Commissioner of Public Safety.

§ 101-21. Keeping swine.

No swine shall be kept in the Inside Tax District. Swine in the Outside Tax District must be kept within an enclosure located not less than 200 feet from a highway and not less than 50 feet from a dwelling. A watertight feeding trough must be provided, and no swill shall be thrown upon the ground. The feed trough and enclosure must be kept in a clean and sanitary condition. Odors from such enclosure which shall be offensive to passers upon a highway or to neighbors shall be presumptive evidence of the unsanitary condition thereof.

§ 101-22. Penalties for offenses.

Any person in violation of §§ 101-19, 101-20 and 101-21 shall be subject to a fine of \$25 for each offense and \$15 for each day's continuance after notice from the Commissioner of Public Safety or his agent of the violation of these sections.

ARTICLE VI, Compliance With Statute

§ 101-23. Late penalty for dog licenses.

Any person, company or corporation who fails to license his or her dog in accordance with Article 7 of the New York State Agriculture and Markets Law shall be assessed a civil penalty of \$10 for each dog, in addition to the required license fees as specified in Article 7 of the New York State Agriculture and Markets Law.

§ 101-24. Applicability of state provisions.

All persons, companies or corporations who own, harbor or have the custody and control of any dog will comply with all rules, regulations and laws of Article 7 of the New York State Agriculture and Markets Law and the New York Codes, Rules and Regulations pertaining to said Article when such dog is within the corporate limits of the City of Saratoga Springs, New York.

ARTICLE VII, Cleaning Up After Pets [Added 5-5-1998]

§ 101-25. Compliance required.

Any person who owns, keeps, possesses or controls any dog shall promptly remove any fecal matter left by the dog on any public property and on any private property not owned by such person or lawfully occupied by such person.

§ 101-26. Possession of cleaning implements required in public places.

In addition to and not in limitation of the provisions of § 101-25 above, every person who shall own, keep, possess or control any dog within the City of Saratoga Springs shall possess, at all times when accompanying said dog within such public place, implements or devices sufficient to clean and remove any fecal matter left by the dog in said public place. Failure to possess such implements or devices under such circumstances shall be sufficient to constitute a violation of this article.

§ 101-27. Penalties for offenses.

Any person violating this article shall, upon conviction, be subject to a fine of \$25 for each offense.

- -Exhibit A
- Defintion of Family

The application must qualify as a Family. A family may be a single person or a group of persons. Discrimination on the basis of the familial status must be prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage, or operation of law. For occupancy standards purpose, the applicant may claim a spousal relationship

A group of persons is defined by the PHA as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs and who will live together in PHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disables persons living with one or more live – in aides is a family;

Two or more near elderly persons living together, or one or more near – elderly persons living with one or more live – in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Occupancy by Police Officer

In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the PHA's public housing program.